20-114 Judge Davis
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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 239.

THE CITIZENS' BANK OF LOUISIANA AND F. A. MARCUARD, APPELLANTS,

vs.

THE UNITED STATES.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA.

FILED NOVEMBER 12, 1872.

Oct. Term 1873

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RESUMÉ OF THE EVIDENCE FURNISHED BY THE APPELLANTS.

The evidence furnished by the Citizens' Bank of Louisiana, in support of their claim for stock-note, is copied at pages 46 to 73, and 183 to 184, and 187.

The evidence offered by said bank in support of their claim for 100,000 francs, under the letter-credit, is found at pages 72 to 82, and 187.

The evidence offered by F. A. Marcuard is found at pages 91 to 123, and from 155 to 181, and from 185 to 188, and 196.

1 Circuit court of the United States, fifth circuit and district of Louisiana.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, THE PROPERTY of John Slidell. } No. 3647.

TRANSCRIPT FROM THE UNITED STATES DISTRICT COURT.—FILED OCTOBER 25TH, 1865.

District court of the United States, eastern district of Louisiana.

THE UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

Libel.—Filed September 15th, 1863.

To the honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

2 The libel of information of Rufus Waples, attorney of the United States of America for the eastern district of Louisiana, who prosecutes for the said United States in this behalf, and being here present in court, in his own proper person, in the name and behalf of the United States of America against the estate, property, money, stock, credits, and effects hereinafter described, and against all persons intervening for their interest therein in a case of seizure and forfeiture, alleges, propounds, and declares as follows:

1st. That James Graham, esq., marshal of the United States for the said district, under written authority given him by the said attorney, in compliance with instructions issued by the Attorney-General of the United States to the district attorneys thereof, by virtue of the act of Congress, approved on the 17th day of July, in the year of our Lord, 1862, entitled "An act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels and for
3 other purposes," heretofore, that is to say, on the 15th day of August, 1863, seized as forfeited to the United States, at New Orleans, within said district, and within the jurisdiction of this court, the following described property, with all the buildings and improvements thereon.

Two lots of ground situate in the faubourg St. Mary, designated by the Nos. 5 and 6, on a plan drawn by the city surveyor and deposited in the office of G. R. Stringer, notary, on the 3d day of March, 1830; said lots measure each, twenty-two feet six inches and 2 lines front on Common street, between S't Charles and Camp streets, and twenty-two feet six inches and one line in the rear; said lot No. 5, having in depth one hundred and nine feet 6 inches and six lines on the line which separates it from lot No. 4, and one hundred and ten feet one and a half lines on the line which separates it from lot No. 6, and said lot No. 6 has in depth one hundred and ten feet one inch and one
4 half line on the line of lot No. 5, and one hundred and ten feet nine inches and three lines on the line of lots Nos. 7 and 11

on said plan, acquired from Horace C. Cammack and Thomas Dixon by act before W'm Christy, notary, dated 21st February, 1833.

A lot of ground situate in the faubourg S't Mary, designated by the No. 3, on a plan by L. J. Pilie and Springbett, 22d December, 1838, and deposited in the office of F. Grima, notary, as plan No. 58, measuring (American measure) twenty feet ten inches front on St. Charles street, between Common and Gravier streets, by sixty feet eight inches deep on the line of lot No. 2, fifty-nine feet ten inches on the line of lot No. 4, and twenty feet five and a half inches in the rear, with the use of the yard in common to it and other lots acquired from Richard Owen Pritchard, syndic of his creditors, by act before F. Grima, notary, dated 9th March, 1839.

5 The lot of ground, No. 4, on the aforesaid plan, measuring (in American measure) twenty feet ten inches front on S't Charles street, bet. Common and Gravier streets, by 59 feet on the line towards Gravier street, separating it from the property of Ambroise Lanfear, and fifty-nine feet ten inches on the line of lot No. 3, and twenty feet seven inches in width in the rear, acquired as follows: By Henry R. Denis and John Slidell, jointly, from Richard O. Pritchard, syndic of his creditors, by act dated 9th March, 1839, before F. Grima, notary, and by act before A. Mazureau, notary, dated 18th March, 1846. The said H. R. Denis conveyed his undivided half of said lot No. 4, unto the said John Slidell.

Two lots of ground, designated by the Nos. 7 & 8, on a plan drawn by M. Harisson on the 30th Feb'uary, 1814, in the square bounded by Philippa, Circus, Perdido, and North Poydras streets, measuring, (English measure) each, twenty-three feet front on North Poydras

6 street, by a depth of fifty-three feet eleven inches and two lines; acquired from the New Orleans and Carolton R'road Company, by act before L. Hermann, notary, dated 30th May, 1844.

Two lots of ground, Nos. 20 & 21, on a plan drawn by Jos. Pilie, city surveyor, dated 31st December, 1833, annexed to an act of even date, in the office of W'm Christy, notary. Said lots measure, each, twenty-four feet two inches and three lines front on Levee street, and twenty-four feet five inches and two lines front on Clinton street; lot No. 20, measures eighty-seven feet three inches and six lines on the lower side, running through from one to the other of said streets, and ninety feet ten inches and three lines on the upper side line, dividing it from said lot No. 21, running through from one to the other of said streets; No. 21 measures ninety four feet five inches, on the upper side line,

7 and also running through from one of said streets to the other, (all American measure,) acquired from the United States of America by act before the said W'm Christy, notary, dated 29th January, 1834, as follows, viz: The undivided two-thirds by John Slidell, and the undivided one-third by Richard O. Pritchard; and by act before F. Grima, notary, dated 28 May, 1836, the said R. O. Pritchard sold unto the said John Slidell his undivided one-third part of the said lots Nos. 20 and 21.

A lot of ground on the northeast part of Custom-house street, between Chartres and Levee streets, measuring twenty-nine feet one inch and upwards front on Custom-house street by one hundred feet deep, bounded on one side by the property of J. R. Wolf, and on the other side by that of William Rouzan, acquired by John Slidell, the undivided two-thirds, and by H. Elkins, the undivided one-third from J. D. Beers, by act before W'm Christy, notary, dated 4th June, 1831,

8 and by act before said W'm Christy, dated 27th Feb'uary, 1832.

The said H. Elkins sold to the said John Slidell his undivided one-third part of the above-described property.

One lot of ground, designated by the No. 5, on a plan drawn by J. Pilie, dated 4th April, 1834, annexed to sale, before W. B. Miller, notary, dated 23d April, 1834. Said lot measure' twenty-two feet front on Royal street by ninety-five feet four inches & 4 lines deep, between parallel lines, (American measure,) acquired from Mathew Morgan, Richard O. Pritchard, and Ja's W. Zacharie.

Three lots of ground situate in the faubourg Lafayette, and designated by the Nos. 5, 6, & 7, in square No. 10, on the original plan of said suburb, drawn by Jos. Pilie, city surveyor, on the 2d March, 1824, and deposited in the office of C. Pollock, notary, and measuring, viz: Lot No 5, fifty-nine feet nine inches front on Josephine street by one
9 hundred and twenty feet deep; lot No. 6, 60 f't front on Josephine st. by 120 feet deep, bounded above by lot No. 5, and below by lot No. 7; and lot No. 7, fifty feet front on Josephine street by one hundred and twenty feet deep and front on Jersey street, (all French measure,) acquired from Richard M. Carter by act before H. B. Cenas, notary, dated 5th February, 1835.

Two lots of ground situate in the square bounded by Camp, Magazine, Gravier, and Natchez streets, designated by the Nos. 8 & 9, on a plan drawn by C. F. Zimple, on the 21st of January, 1835, and measure, viz: Lot No. 8 measures twenty one-feet two inches front on Camp street by 70 feet 11 inches deep on the side line next to lot No. 7, and seventy feet 10 inches deep on the side-line dividing it from lot No. 9; and lot No. 9 measures twenty-one feet eight inches front on Camp street and seventy feet nine inches deep on the side line of lot No. 10, all American
10 measure; acquired from Cha's A. Jacobs and Sam'l Elkins by act before W'm Christy, notary, dated 4th Feb'uary, 1835.

A portion of ground, No. 69, forming part of the square bounded by Rocheblave, Venus, and Dorgenois streets and the turnpike road, said portion divided into ten lots, numbered 1 to 10.

A portion of ground, No. 70, forming part of square bounded by Rocheblave, Euphrosine, Dorgenois, and Venus street', said portion divided into twelve lots, numbered 1 to 12.

A portion of ground, No. 71, having the form of a triangle, forming part of the square bounded by Rocheblave, Calliope, Dorgenois, and Euphrosine streets, said portion measuring ninety-three feet nine inches and five lines front on Euphrosine street, two hundred and two feet eleven inches and two lines front on Dorgenois street, and two hundred and twenty-three feet six inches and six lines in the rear.

11 A portion of ground, composed of lot No. 6 and part of lot No. 5, in parcel of land No. 74, No. 6, being of a triangular form and having two hundred and twenty-three feet seven inches on Clio street, two hundred and thirty-four feet four inches and six lines on the line of the faubourg Lafayette, and seventy-one feet two inches and seven lines on the other side line; and that part of lot No. 5, which adjoins lot No. 6, measures 32 feet front on Clio street, and seventy-one feet two inches and seven lines deep, the line closing in the rear, said parcel of ground being of a triangular form.

The entire lots Nos. 11 to 33, inclusive, and the rear part of lots numbered from three to ten, inclusive, and the No. 34 of square No. 75, bounded by Dorgenois, Broad, Clio, and Calliope streets; this portion of the square purchased by Slidell, being divided by a line which
12 separates the same from the front part of the other lots in the same square, purchased by Emile Lasere.

The square number 76, bounded by Dorgenois, Calliope, Broad, and Euphrosine streets, divided into 34 lots, numbered 1 to 34.

The square number 77, bounded by Dorgenois, Euphrosine, and Broad, Venus streets, divided into 34 lots, numbered 1 to 34.

The square number 79, bounded by Broad, Venus, and Sixth streets and the Turnpike road, divided into thirty-four lots, numbered 1 to 34.

The square number 80, bounded by Broad, Euphrosine, Venus, and Sixth streets, containing 38 lots, numbered 1 to 38.

The square number 81, bounded by Broad, Calliope, Sixth, and Euphrosine streets, containing 38 lots, numbered 1 to 38.

A portion of ground number 82, bounded by Calliope, Broad, and Sixth streets and the line of the suburb Lafayette, containing
13 23 lots, numbered 1 to 23.

A portion of ground number 83, bounded by Calliope, Sixth, and Fifth streets, and the line of the suburb Lafayette, containing five lots numbered 1 to 5.

The square number 84, bounded by Sixth, Calliope, Fifth, and Euphrosine streets, containing 22 lots, numbered 1 to 22.

The square number 85, bounded by Sixth, Fifth, Euphrosine, and Venus streets, containing 22 lots, numbered 1 to 22.

The square number 86, bounded by Sixth, Venus, Fifth streets and the turnpike road, containing 22 lots, numbered 1 to 22.

The square number 87, bounded by Fifth, Venus, Fourth streets, and the turnpike road, containing 22 lots, numbered 1 to 22.

The square number 88, bounded by Fifth Euphrosine, Fourth, and Venus streets containing 22 lots numbered 1 to 22.

14 The square number 89, bounded by Fifth, Euphrosine, and Fourth streets on three sides, and on the Fourth side or line which is irregular, partly by Calliope street, and partly by the line of faubourg Lafayette, which square contains 22 lots, numbered 1 to 22.

A triangular portion of ground designated by the number 90, bounded by Calliope street, Fifth street, and the line of the faubourg Lafayette.

A portion of ground number 91, bounded by Fourth, Euphrosine, and Van Buren streets, and the line of the faubourg Lafayette, containing 15 lots, numbered 1 to 15.

The square number 92, bounded by Fourth, Euphrosine, Van Buren, and Venus streets, containing 22 lots, numbered 1 to 22.

The square number 93, bounded by Fourth, Venus, Van Buren, and Aglae streets, containing 22 lots, numbered 1 to 22.

A portion of ground number 94, bounded by Fourth, Aglae,
15 and Van Buren streets and the turnpike road, containing 2 lots, 1 to 2.

The square number 96, bounded by Venus, Van Buren, Third, and Aglae streets, containing 20 lots, numbered 1 to 20.

The square number 97, bounded by Van Buren, Euphrosine, Third, and Venus streets containing 20 lots numbered 1 to 20.

A portion of ground number 98, bounded by Van Buren, Euphrosine, Third, and Venus streets, containing 9 lots, numbered 1 to 9.

A portion of ground number 99, bounded by Van Buren, Euphrosine, and Third streets and the line of the faubourg Lafayette.

The square number 100, bounded by Third, Euphrosine, Venus, and Second streets, containing 24 lots, numbered 1 to 24.

The square number 101, bounded by Third, Venus, Second, and Aglae streets, containing 24 lots, numbers 1 to 24.

16 A portion of ground number 102, bounded by Third, Aglae,

Second streets and the turnpike road, containing 10 lots, numbered 1 to 10.

A portion of ground number 103, bounded by Second and Aglae streets, St. John avenue and the turnpike road, containing 10 lots, numbered 1 to 10.

The square number 104, bounded by Aglae, Second, and Venus streets and St. John avenue, containing 24 lots, numbered 1 to 24.

A portion of ground number 105 bounded by Venus and Second streets, St. John avenue and Euphrosine streets, partly by the line of faubourg Lafayette and partly by the line dividing it from other property; said portion being divided into 20 lots, numbered 1 to 20.

A portion of ground number 106, bounded by St. John avenue, Venus, and Violet streets, and the line adjoining the other property, containing 8 lots, numbered 1 to 8.

17 The square number 107, bounded by St. John avenue, Aglae, Violet, and Venus streets, containing 2 lots, numbered 1 to 2.

The square number 108, bounded by St. John avenue, Aglae, and Violet streets and the turnpike road, containing 15 lots, numbered 1 to 15.

A portion of ground number 109, bounded by Violet, Venus, Lemon streets and the turnpike road, containing 18 lots, numbered 1 to 18.

The square number 110, bounded by Violet, Venus, Lemon, and Aglae streets, containing 22 lots, numbered 1 to 22.

A portion of ground of a triangular form, number 111 bounded by Venus and Violet streets and the adjoining property.

A portion of ground number 112, bounded by Aglae, Lemon, Mulberry, and partly by the line of property belonging to D. Walden, and partly by other property adjoining said portion, contains 14 lots, numbered 1 to 14.

18 The square of ground number 113, bounded by Lemon, Aglae, and Mulberry streets and the turnpike road, containing 18 lots, numbered 1 to 18.

A portion of ground number 114, bounded by Mulberry and Aglae streets, the turnpike road and the property of D. F. Walden, containing 4 lots, Nos. 1 to 4.

A small portion of ground of a triangular form designated by the number 115, bounded by Aglae and Mulberry streets and the property of D. F. Walden, the whole according to a plan drawn by Jos. Pilié, dated 20th July, 1840, and deposited in the office of A. Mazureau, notary, in this city, and were acquired from John M. Hall, by act before said Mazureau, dated 8th of August, 1843.

A piece of ground lying on the batture in front of the suburb St. Mary, designated by the Nos. 9 on a plan of said lot and others made by Jos. Pilié, city surveyor, dated 12th January, 1823, annexed

19 to an act of deposit made by W. and J. Montgomery and others, before G. R. Stringer, notary, dated 7th Feb'uary, 1826, having 40 feet on the south side of the continuation of Delord street which extends from Thoupitoulas to New Levee street, forty-two feet four inches in the rear, where it is bounded by the dividing line of the suburb St. Mary and Delord, measuring on the eastern side where it is bounded by lot No. 8, one hundred and thirty-seven feet on the next side on which it is bounded by the lot No. 19, one hundred and thirty-seven feet nine inches, acquired from Samuel Kohn by act before H. K. Gordon, notary, dated 23d January, 1828.

Five lots of grounds situate on the batture, in front of the suburb St. Mary, designated by the Nos. 55, 56, 57, 58, and 60, on an original plan

made by Jos. Pilie, in the month of May, 1826, in the office of C. Pollock, notary—said lots having, (English measure,) viz: Num. 55 and 58,
20 each 21 feet 8 inches on South Market street, by 58 feet 1 inch deep; numbers 56 and 57, each 21 feet 8 inches front on Delord street, by 58 feet 1 inch deep; and No. 60, 24 feet front on the line of Levee street, and extending in depth 65 feet 10 inches on the upper line, the lateral lines running parallel, and having 23 feet 2 inches width in the rear, where it is bounded by lot No. 58, acquired by act before C. Pollock, notary, dated April 8th, 1826.

A lot of ground situate on the batture, in front of the suburb St. Mary, in the square bounded by South Market, Delord, Levee, and Thoupitoulas streets, designated by the number 59, on a plan made by Joseph Pilie, in May, 1826, and deposited in the office of C. Pollock, notary, on the 3d of June, 1828, and having (English measure) 24 feet 2 inches front on Levee street, 52 feet 11 inches deep, and front on South
21 Market street, 59 feet 5 inches deep on the upper side, where it is bounded by the line dividing it from the lot number 60, and 23 feet 4 inches width in the rear, where it is bounded by the dividing line of the lot No. 58, acquired by act before C. Pollock, notary, dated 26th May, 1826.

A lot of ground situate in the suburb St. Mary, designated by the No. 2, on a plan annexed to an act passed before A. Mazureau, notary, dated 9th June, 1836. Said lot measures 22 feet 3 inches front on Delord street, between New Levee and Thoupitoulas streets, by 58 feet one inch deep, between parallel lines, (American measure,) acquired by act before F. Grima, notary, dated 11th May, 1842.

Twelve lots of ground situated in the square bounded by Philippa, Hevia, Baronne, and Poydras streets, designated by the Nos. 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, on a plan marked A, drawn by Joseph Pilie, dated 24th Feb'uary, 1832, and annexed to an act before F.
22 de Armas, notary, dated 10th March, 1832.

Square number 10, bounded by Cortez, Gravier, St. John, and Julia streets, containing 23 lots, numbered 1 to 23, according to a plan drawn by Louis Surgi, surveyor, dated 25th April, 1849, and deposited in the office of O. H. Perry, notary, dated 8th May, 1850.

The square number 12, bounded by Lopez, Cortez, Salcedo streets, and Carondelet walk or canal, containing 6 lots, Nos. 1 to 6.

The square number 14, containing 24 lots, numbers 1 to 24, bounded by Salcedo, Jackson, Gayoso, and Canal streets, constituting the whole of said square, with the exception of that fractional triangle lying at the corner of Salcedo and Jackson streets.

The square number 15, bounded by Salcedo, Custom-House, Gayoso, and Canal streets, containing 24 lots, numbered 1 to 24.

23 The square number 16, bounded by Salcedo, Custom-House, Bienville, and Gayoso streets, containing 20 lots, numbered 1 to 20.

The square number 29, bounded by Dupré, White, Jackson, and Canal streets, containing 24 lots, numbered 1 to 24.

Thirteen lots, numbers 1 to 13, in square No. 44, bounded by Dorgenois, Jackson, Broad, and Canal streets—said lots measuring, viz: Numbers 1, 6, 7, 8, 9, 10, 11, 12, and 13, each 35 feet 6 inches and 3 lines front on Broad street, by 110 feet deep, between parallel lines. Numbers 2 and 3, each 30 feet front on Canal street, by 159 feet 10 inches and 3 lines deep. Number 4 has 65 feet 8 inches 7 lines front on Canal street, by 159 feet 10 inches 3 lines deep on the line of lot number 3, and 109 feet 6 inches 2½ lines deep on the line of number 5. Number 5 has eight

feet 3 lines on Jackson street, by 159 feet 10 inches 3 lines on the
24 side of numbers 6, 7, 8, and 9, and 189 feet 6 inches 2½ lines on the other line, and 71 feet 10 inches 5 lines on the rear line, as per plan drawn by L. Surgi, surveyor, dated 31st December, 1849, and deposited in the office of O. H. Perry, notary.

Square number 21, bounded by Gayoso, Jackson, Dupré, and Canal streets, containing 24 lots, as per above-mentioned plan, together with all the improvements, buildings, rights, privileges, appurtenances, and other hereditaments to the same belonging, or in anywise appertaining, and all the right, title, and interest therein.

2°. That John Slidell is, and was, on the 17th July, 1862, and previously thereto had been, the owner of the above-described property.

3°. That certain States forming a part of the territory of the United States of America, and specially enumerated by the President of the United States, in his proclamation duly issued, and bearing date
25 the first day of July, A. D. eighteen hundred and sixty-two, are now engaged, and were at the time said proclamation was issued engaged, and have since continued to be engaged, in armed rebellion against the lawful authority of the United States.

4°. That by the act of Congress of the United States, approved 17th July, in the year of our Lord 1862, entitled "An act to suppress insurrection, to punish treason and rebellion, to seize and confiscate the property of rebels, and for other purposes," provision was made for the seizure and confiscation of the property of persons engaged in armed rebellion against the lawful authority of the United States, and of other persons, as therein set forth.

5°. That the said John Slidell subsequently to the said seventeenth day of July, in the year of our Lord one thousand eight hundred and sixty-two, did act as an officer of the army or navy of the rebels
26 in arms against the Government of the United States, or as a member of congress, or as a judge of a court, or as a cabinet-officer, or as a foreign minister, or as a commissioner, or as a consul of the so-called Confederate States of America; or that while ow'ing property in a loyal State or Territory of the United States, or of the District of Columbia, he did give aid and comfort to the rebellion against the United States, and did assist such rebellion.

6°. That the said John Slidell, subsequently to the said seventeenth day of July, in the year of our Lord one thousand eight hundred and sixty-two, did act as governor of a State, or as a member of a convention or legislature, or as judge of a court of one of the so-called Confederate States of America, to wit, the State of Louisiana; or did hold an office in the so-called Confederate States of America, after hav-
27 ing held an office of trust or profit in the United States; or did hold an office or agency under the government of the so-called Confederate States of America, or under one of the States thereof, said office being national, State, or municipal in its name and character, which said office or agency he accepted after the date of the pretended ordinance of secession of the State of Louisiana; that he did take an oath of allegiance to or to support the constitution of the so-called Confederate States.

7°. That the said John Slidell, subsequently to the said seventeenth day of July, in the year of our Lord one thousand eight hundred and sixty-two, within a State or Territory of the United States, was engaged in armed rebellion against the Government of the United States, and did not, within sixty days after public warning and proclamation duly given and made by the President of the United States on the

28 twenty-fifth day of July, in the year one thousand eight hundred and sixty-two, ceased to aid, countenance, and abet such rebellion and return to his allegiance to the United States.

8°. That the said John Slidell, subsequently to the seventeenth day of July, in the year of our Lord one thousand eight hundred and sixty-two, within a State or Territory of the United States, was engaged in aiding and abetting an armed rebellion against the Government of the United States, and did not, within sixty days after public warning and proclamation, duly given and made, on the twenty-fifth day of July, in the year one thousand eight hundred and sixty-two, by the President of the United States, ceased to aid, countenance, and abet such rebellion, and return to his allegiance to the United States.

9°. That, by reason of the premises, the property herein de-
29 scribed, and all the right, title, interest, and estate of the said John Slidell herein, became and was forfeited to the United States, and ought to be condemned to their use.

Wherefore the said attorney, in the name and behalf of the United States of America, prays that process of monition may issue against the said property, and the owner and owners thereof, and against all persons interested or claiming an interest therein, warning them at some early day to be named therein, to appear and answer this libel of information, and that an order of publication may be made in the usual form, and that the court may grant such further and other relief as to law and justice may appertain, and as the court is competent to give in the premises, and that after due proceedings had the same may be condemned and forfeited to the use of the United States; and he prays for general relief.

(Signed) RUFUS WAPLES,
United States Att'y for the East. Dist. of La.

30 *Order of publication.*

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

Whereas certain lots and squares of ground, fully described in the libel filed by the district attorney, and now of record in this court, together with all the improvements, buildings, rights, privileges, appurtenances, and other hereditaments to the same belonging or in any wise appertaining, and all the right, title, and interest of John Slidell therein, has been seized by the marshal of the United States for the eastern district of Louisiana, by virtue of an act of Congress approved on the seventeenth day of July, in the year of our Lord one thousand eight hundred and sixty-two, entitled "An act to suppress insurrec-
31 tion, to punish treason & rebellion, to seize and confiscate the property of rebels, and for other purposes;" and whereas the United States attorney for the eastern district of Louisiana did, on the 15th day of September, A. D. 1863, filed a libel of information in this court, praying the condemnation of said property and real estate, *under the act aforesaid, and that process of monition issue against the owner and owners of said property and real estate,* and all persons interested or claiming an in-

This reference approved.
F. A. WOOLFLEY, *Clerk.*

terest therein, warning them at some early day to appear and answer said information:

It is therefore, on this 15th December, in the year of our Lord one thousand eight hundred and sixty-three, ordered that notice be given to the owner and owners of said property and real estate, and all persons interested or claiming an interest therein, to appear and answer this information on the 5th day of October, 1863, and show cause, if any they have, why said property and real estate, and the right, title, and interest therein of the said John Slidell, should not be condemned and
32 sold according to law; and that notice be given by posting a copy of this order upon the front door of the court-house of the district, and by publication in the Era newspaper twice a week previous to said 5th day of October, A. D. 1863, the first publication to be on or before 19th inst.

New Orleans, Sept. 15th, 1863.

(Signed) E. H. DURELL, *Judge.*

Admiralty warrant.

The President of the United States of America to the marshal of the eastern district of Louisiana, or to his lawful deputy, greeting:

You are hereby commanded forthwith to seize and into your possession take, the property, a full description whereof is hereto annexed as a part of this writ, together with all the buildings, improvements, rights, privileges, and other hereditaments thereto belonging, as well as all the right, title, interest of John Slidell therein, now li-
33 belled by the United States, for the causes set forth in the libel now pending in the district court of the United States for the eastern district of Louisiana; that you do cite and admonish the owner or owners and all and every other person or persons having or pretending to have any right, title, or interest in or to the same, to be and appear before a district court of the United States for the district aforesaid, to be holden at the city of New Orleans, on or before the third Monday from service hereof, to show cause, if any they have or can, why the said property should not be condemned and sold agreeable to the prayer of the libellant; and how you have executed this warrant, that you make return according to law.

Witness the honorable Edward H. Durell, judge of the said court, at New Orleans, this 15th day of September, 1863, and the 88th year of the Independence of the United States.

[SEAL.] (Signed) K. LOEW, *D'y Clerk.*

34 *Marshal's return.*

Received 16th Sept., 1863, and, on the same day, in obedience to the within order of seizure, seized and took into my possession the within-described property, posted copies of the warrant, libel, judge's order on the door of the court-house; published monition in the Era, a newspaper printed and published in New Orleans, on the 18, 23, 26, 30 September, 3 October, 1863; returnable 5 October, 1863.

Ret. October 3d, 1863.

(Signed) J. Q. A. HOIT,
D'y U. S. Marshal.

Intervention of the Citizens' Bank of Louisiana.—Filed October 2d, 1863.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

To the honorable E. H. Durell, judge of the United States district court for the eastern district of Louisiana:

35 In pursuance of the public notice given by James Graham, United States marshal for the said United States district court, in the case of the United States vs. 844 Lots and 10 Squares of Ground, the property of John Slidell, No. 7686 of the docket of the court aforesaid, to all persons interested in the property of said John Slidell to be and appear before this honorable court to show cause, if any they have, why the said property should not be condemned and forfeited to the United States:

Now comes into court the Citizens' Bank of Louisiana, a corporation created by law, and located in the city of New Orleans, who, reserving their right to all exceptions, if necessary, intervene for their own interest, and exhibit this their libel against the property of John Slidell, now being in the custody of the above-named U. S. marshal, in virtue of a warrant issued from this honorable court, in the confiscation case
36 of the United States vs. John Slidell, and thereupon the said Citizens' Bank of Louisiana, do allege and articulately propound as follows, to wit:

That John Slidell, formerly a resident of the city of New Orleans and now in Paris, France, is truly and justly indebted to them in the sum of twenty-nine thousand one hundred and ninety-four dollars, $29,194,) with interest, as will be hereafter specified, and for the following reasons:

1°. That the said John Slidell, being a stockholder of the Citizens' Bank of Louisiana, for 171 shares, and now reduced at 160 of the mortgage stock of said bank, of one hundred dollars each, did, on the 7th of July, 1859, subscribe a stock-note in favor of said bank for the sum of $4,617, for value received, which he promised to pay on the 1st of June, 1860, or renew according to the provisions of the charter.

37 That said note has been curtailed from year to year, and is now reduced to $4,104, due on the 1st June, 1863, and bears interest at 10% per annum, if not punctually paid at maturity, or renewed according to the charter.

That said note with interest is secured by mortgage*d* on the following described property:

A lot of ground, together with the buildings thereon, situated in the 2d district of this city, on Royal street between Bienville and Conti streets, and designated by the No. 5, on a plan drawn by Joseph Pilie, city surveyor, on the 4th of April, 1834, and annexed to an act passed before Branch W. Miller, late notary, in New Orleans, on the 23d of April, 1834, the said lot having, in American measure, 22 feet front on Royal street, by 95 feet 4 inches and 4 lines in depth between parallel lines.

That the aforesaid sum is further secured by a pledge on the 171
38 shares of stock attached to the property above described.

That all the above allegations appear from the said stock-note, and the following acts with which it has been identified, to wit: 1st. Mortgage by John Slidell to the Citizens' Bank of Louisiana, before C.

Boudousquie, notary public, in New Orleans, on 10th June, 1842. 2d. Mortgage by John Slidell to Citizens' Bank of Louisiana, passed before A. Boudousquié, notary public, in New Orleans, on 17th May, 1865. 3d. Furnishing of stock-note by John Slidell to Citizens' Bank of Louisiana, by act before same notary of 7th July, 1859, which stock-note and acts of mortgage are marked A, B, C, & D.

That said Slidell is further indebted to the Citizens' Bank in the sum of $90 for premium of insurance on said property, due 15th December, 1862, with 8½ % interest from said date till paid.

Letter credit.

2. That, on the 3d day of September, 1861, the said John Slidell, being in New Orleans, did obtain from the Citizens' Bank
39 of Louisiana a letter of credit on Messrs. Ad. Marcuard & Co., of Paris, to the amount of 100,000 francs against his draft at the current rate of exchange, or against his receipts for the amounts paid him, as appears from a copy of said letter of credit hereto annexed and marked E.

That the said John Slidell did, by means of said letter of credit received from said A. Marcuard & Co., in Paris, France, 10,000 francs on the 20th of Feb'uary, 1862, 10,000 francs on the 27 of same month, 10,000 francs on the 20th of March, and 70,000 francs on the 13th of May, same year, 1862, making the sum of 100,000 francs, which, at 4 francs to the dollar, being the rate of exchange, make the sum of twenty-five thousand dollars ($25,000) now due by said John Slidell to the Citizens' Bank, with interest at the rate of 8 % per annum from 22d of April, 1862,
40 (being the average time between the 20th of Feb'uary and 13th of May,) till paid. See account F, hereto annexed, as appears from 2 letters of A. Marcuard & Co., of 21st March & 13th May, 1862, copies whereof are hereto annexed as documents H. & J.

That said sum with interest is secured by mortgage upon the following described property:

A lot of ground, together with the buildings and improvements thereon, situate, in the first district of this city, on St. Charles street, between Common and Gravier streets, designated by the No. 4, and measuring, in American measure, 20 feet 10 inches front on St. Charles street, by 59 feet 10 inches in depth on the line separating it from lot No. 3, fifty-nine feet on the line towards Gravier street, and 20 feet 7 inches in width in the rear; being the same property which he purchased in the following manner, viz: One half from the creditors of R. O. Pritchard, by
41 an act passed before F. Grima, notary, on 9th March, 1839, and the other half from W. R. Denis, by an act passed before A. Mazureau, notary, on the 18th March, 1846.

A lot of ground, together with the buildings and improvements thereon, adjoining the one above-described, designated by the No. 3, and measuring, in American measure, 20 feet 10 inches front on St. Charles street, by 60 feet 8 inches in depth on the line separating it from lot No. 2, 59 feet 10 inches on the line dividing it from lot No. 4, and 20 feet 5½ inches in the rear; being the same property which the said John Slidell purchased from the creditors of R. O. Pritchard, by act passed before F. Grima, notary, on the 9th March, 1839.

And two lots of ground, together with the buildings and improvements thereon, adjoining the above-described, designated by the Nos. 5 & 6, and measuring each 22 feet 6 inches 2 lines front on Common street between St. Charles and Camp streets, and 22 feet 6 inches
42 and 1 line in the rear; said lot No. 5 measuring in depth 109 feet 6 inches 6 lines on the line seperating it from lot No. 4, and 110 feet 1½ line on the line separating it from lot No. 6; and said lot No. 6

measuring in depth 110 feet 1½ line on the line separating it from lot' No. 7 & 11; being the same property which the said John Slidell purchased from H. C. Cammack and T. Dixon, by an act passed before W'm Christy, notary, on the 21st Feb'uary, 1833, as appears from the act of mortgage passed by the said John Slidell, through his agent, T. A. Clarke, in favor of the Citizens' Bank, on the 2d of May, 1862, before A. Boudousquié, not. pub., in New Orleans, of which act a copy is hereto annexed as Document G.

That it results from the above facts that your intervenors have a lien privilege on the several peices of property above described, respectively, for the payment of the capital and interest due thereon by the said John Slidell to your intervenors in preference to all other claimants, and
43 especially to the United States of America as confiscators in this case.

Wherefore the Citizens' Bank, intervenors, pray that this honorable court do pronounce in favor of their demand, and that they be recognized as mortgage creditors of the said John Slidell in the manner and form, and for the amounts above stated, and that in case of sale of the property mortgaged to your intervenors, it be decreed—

1st. That the 171 shares of the mortgage stock of the Citizens' Bank now reduced to 160 shares, be sold, together with the property firstly described.

2d. That the Citizens' Bank are entitled to received by privilege and preference the following sums, to wit:

1st. On the proceeds of sale of the property firstly described with the stock thereto attached, the sum of $4,194, to wit, the sum of $4,104 being the amount of the stock-note as aforesaid, with interest thereon at 10% from the 1st June, 1863, till paid, and the sum of $90, be-
44 ing the premium of insurance as aforesaid, with interest thereon at 8% from the 15th December, 1862, till paid.

2d. On the proceeds of the sale of the four peices of property, secondly described the sum of $25,000, with 8% interest from 22d April, 1862, till paid; and your intervenors prays for costs in their favor and for such other and further relief and redress as to right and justice may appertain and as the court is competent to give in the premises.

(Signed) MARSOUDET,
Of Counsel.

EUGENE ROUSSEAU, being duly sworn, deposes and says:

That he is cashier of the Citizens' Bank of Louisiana, located in this city, and that said bank is bona-fide and lawful creditor of John Slidell in the sum of twenty-nine thousand, one hundred and ninety-four dollars, with interest thereon as stated and specified in the petition of intervention, part of these proceedings, and as more fully appears
45 from the documents annexed to said petition, being in the following manner, to wit:

Amount of stock-note, with interest thereon at 10% per annum from 1st June, 1863, till paid	$4,104
Amount paid by said bank for premium of insurance, with interest at 8% per annum from 15th December, 1862, till paid	90
Amount paid by Ad. Marcuard & Co. for account of this bank to John Slidell under letter of credit, with interest at 8% per annum from 22d April, 1862	25,000
	$29,194

And that no other person is the owner of the claim aforesaid, but the said Citizens' Bank of Louisiana, who has not, directly or indirectly, aided, countenance', or abetted the existing rebellion against the United States.

Affiant further declares that the above claim is secured by
46 mortgage on the property described in the petition of intervention, part of these proceedings.

(Signed) EUGENE ROUSSEAU.

Sworn to and subscribed before me this 2d October, 1863.

(Signed) K. LOEW,
D'y Clerk.

DOCUMENT A.

Stock-note, filed with intervention, October 2d, 1863.

$8,550 Original loan.
3,933 23d instalment.

$4,617

Be it known that I am well and truly indebted unto the Citizens' Bank of Louisiana, for value received, in the sum of two thousand six hundred and seventeen dollars, being the amount of my credit as a stockholder of 171 shares, now reduced to 160 shares of said institution, which sum I will pay at the banking-house of New Orleans, on the 1st day of June, 1860, fixed or renewed according to the provisions of the charter of said bank.

47 The payment of the aforesaid sum of money is secured by two deeds of mortgage passed by me, one before Charles Boudousquié, then notary, on the 10th June, 1842, and one before Ad. Boudousquié, notary, on the 17th May, 1855.

(Signed) JOHN SLIDELL.

NEW ORLEANS, *July 7th*, 1859.

(Written on the margin :)

Ne varietur. In order to identify this bond with the act mentioned in the body thereof, and also with an act passed before me on this day.
New Orleans, July 7th, 1859.

(Signed) A. D. BOUDOUSQUIE, *N. P.*

NEW ORLEANS, 1*st June*, 1860.

Received one hundred and seventy-one dollars, being twenty-fourth instalment on the above loan.

J. DEJAN,
Comptroller.

NEW ORLEANS, *May 27th*, 1861.

Received one hundred and seventy-one dollars, being twenty-fifth instalment on the above loan.

J. DEJAN,
Comptroller.

NEW ORLEANS, *June 2d*, 1862.

Received one hundred and seventy-one dollars, being twenty-sixth instalment on the above loan.

48 J. DEJAN,
Comptroller.

DOCUMENT B.

Act of mortgage filed with intervention.—October 2d, 1863.

In the city of New Orleans, in the State of Louisiana, this 10th June, 1842, and in the sixty-six year of the American Independence, before me, Charles Boudousquié, notary public, duly commissioned and sworn in and for this city, and the parish of Orleans, therein residing, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared John Slidell, esquire, residing in this city, and William Charles Cole Claiborne, esquire, also of this city, and herein acting in his capacity as president of the Citizens' Bank of Louisiana, the said John Slidell declare, that having acquired one hundred and fifty shares of the Citizens' Bank of Louisiana, the transfer
49 of which shares has been made to him on the books of said bank by Andre Deslondes, testamentary executor of the late James Chastant, on the 10th June instant, said 150 shares of $100 *dollars* each, making together, the sum of fifteen thousand dollars in the capital stock of the Citizens' Bank of Louisiana, created and incorporated by an act of the legislature, approved on the 1st day of April, 1833, he does hereby acknowledge himself to be well and truly indebted unto said bank in the said sum of $15,000 for the amount of said shares.

And in order to secure said shares in the capital stock of said bank, and also to secure the payment of the capital and interest of the loan raised or to be raised to form the capital stock of said bank by the issuing of bonds signed by the governor of the State of Louisiana, countersigned by the secretary and treasurer of State, and under the seal
50 of State, the said John Slidell does hereby specially mortgage, in favor of the Citizens' Bank of Louisiana.

All and singular that lot of ground situate in this city on Royal street between Conti & Bienville streets, designated by No. 5, on a plan drawn by Jos. Pilie, city surveyor, on the 4th day of April, 1834, and annexed to an act of sale from Mathew Morgan, R. O. Pritchard, and Ja's W. Zacharie to Manuel I. de Lizardi, executed before Branch W. Miller, late a notary in this city, on the 23d April, 1834; said lot of ground measuring, in American measure, 22 feet front on Royal street, and 95 feet 4 inches and 4 lines in depth between parallel lines, bounded on the side towards Conti street by the property now belonging to John Garnier, and on the side towards Bienville street by the property belonging to Lizardi, Hermann, together with the three-story brick building and all improvements thereon.

51 Which property belongs to the said John Slidell, as having been retroceeded to him by Randall Currell, curator of the estate of R. O. Pritchard, according to an act passed on the 23d March, 1841, before Lucien Hermann, notary public in this city.

Said property shall remain thus mortgaged until the aforementioned bonds shall have been redeemed in capital and interest, or until the said John Slidell shall have paid the amount of his shares, or shall have reimbursed any loan which he may have obtained as stockholder, unless

he should previously have transferred his stock and have been entirely discharged by the bank.

The said John Slidell agrees that the present mortgage granted by him to secure his stock and any loan which he may obtain from said bank shall bear interest at the rate of 10 % per annum, from due until paid, if not punctually paid when due, and that the aforesaid property shall likewise remain specially mortgaged to secure the payment of said eventual interest.

It is expressly agreed that if the bank should hereafter discover that the titles to the above-mortgaged property are defective, or that the same is encumbered with some tacit mortgage, the bank shall be entitled to have his stock sold and to claim the immediate payment of any loan which he may have obtained, unless, however, the said John Slidell should choose to mortgage instead of said property other property the title whereof shall be indisputable.

It is understood between the parties to these presents that, whenever it shall be proved to the satisfaction of the board of directors that the property now mortgaged is no longer of sufficient value to secure the above shares, the bank shall have the right to demand an additional security, and in case of refusal or neglect on the part of said John Slidell to give said additional security when required, the bank shall have the right of having his stock sold, either in whole or in part, causing the property mortgaged to be seized and sold in order to obtain the payment of any sums which may have been loaned to him as stockholder.

The said president hereby acknowledges that the said Slidell has caused the above-mortgaged buildings to be insured and has transferred the insurance policy to the bank.

The said John Slidell binds himself to renew the said insurance yearly until this mortgage shall have been released by the bank, and to transfer for each year to the bank the insurance policy thus renewed; and, should he fail or neglect to renew the said insurance so as to let even one day elapse without the above-described buildings being insured, then, and in such case, any loan which he may have obtained from said bank shall, through such neglect, become immediately due and demandable, and the bank shall, moreover, have the right of having his stock immediately sold, without being bound to put him in default or to prove that it has put him in default of renewing said insurance.

And in case the said insured buildings should be either wholly or partly destroyed by fire, the bank shall have the right to claim and receive from the insurers the amount for which they may be liable, and to keep the said amount until the buildings destroyed or damaged by fire shall have been either rebuilt or repaired, or until other property of equal value shall have been substituted in the place of the one thus damaged or destroyed.

According to the certificate of the recorder of mortgages in and for this city hereto annexed and dated 9th June, 1842, it appears that there is no mortgage standing in the name of John Slidell and recorded against the above-described property.

The said John Slidell, for further security of the payment of any loan which the said bank may grant to him, and of the eventual interest at 10 % per annum in case of non-payment at maturity, does by these presents pledge into the said Citizens' Bank the said 150 shares.

The said John Slidell declares that, according to his marriage contract, there exists no community between him and Marie Mathilde Deslondes, his wife; and that his said wife has renounced in said contract all rights of mortgage and lien upon his property.

The present mortgage is hereby accepted by W'm C. C. Claiborne, esq., in his aforesaid capacity.

Thus done and passed at New Orleans, in my office, on the day, month, and year first above written, in presence of Mess. Armand Durel and Pierre Lanoix Clique, competent witnesses, who have hereunto
56 signed their names, together with the said appearers and me, the notary, after due reading thereof.

(Signed) JOHN SLIDELL.
" W. C. C. CLAIBORNE,
President.
" A. DUREL.
" P. L. CLICQUE.
" CHA'S BOUDOUSQUIÉ,
Not. Public.

A true copy of the original.
New Orleans, this 10th June, 1842.
(Signed) CHA'S BOUDOUSQUIÉ.

The undersigned, recorder of mortgages for this city and parish, certifies that this act of mortgage was recorded in my office on the 11th June, 1842, in book 45, fol. 372, and that since the date of the certificate mentioned in said act of mortgage no other mortgage than the one granted by the same act has been recorded in the name of John Slidell on the property therein described.

New Orleans, the 13th June, 1842.
(Signed) P. LANDREAUX,
Recorder.

57 I, register of conveyances, certify that, according to the books of my office, it does not appear that John Slidell has alienated the property designated in the present act.

New Orleans, 14th June, 1842.
(Signed) T. MILLET,
D'y Recorder.

DOCUMENT C.

Act of mortgage filed with intervention of Citizens' Bank, October 2d, 1863.

UNITED STATES OF AMERICA,
State of Louisiana, City of New Orleans:

Be it known that, on this 17th day of May, in the year of our Lord 1855, and the 79th of the Independence of the United States of America, before me, Adolphe Boudousquie, notary public, duly commissioned and sworn in and for this city and the parish of Orleans, therein residing, and in presence of the witnesses hereinafter named and under-
58 signed, personally came & appeared, John Slidell, of this city, and James D. Denegre, also of this city, president of the Citizens' Bank of Louisiana, and herein acting by virtue of a resolution adopted by the directors of said at their sitting of the 4th day of May, 1855, whereof a true copy is hereunto annexed, which said appearers severally declared that, whereas the said John Slidell is the owner of nineteen shares of $100 each in the capital stock of the Citizens' Bank of Louisiana, created and incorporated by acts of the legislature of this State, which shares are the remnant of a lot originally of 21 shares,

standing upon a property having 27 feet front on Philippa street by 106 feet 11 inches 4 lines in depth on Hevia street, first district of this city, from which shares two have been set apart to constitute the cash stock of said bank, in conformity with an act of the legislature of this State,
entitled "An act to authorize the Citizens' Bank of Louisiana to
59 convert shares secured by mortgage into cash shares," approved April 28th, 1855;

And whereas the said John Slidell, in compliance with the act aforesaid, is required to secured the amount of the original twenty-one shares, and to assume all responsabilities thereto belonging:

Now, therefore, the said John Slidell does hereby acknowledge himself to be indebted unto the said Citizens' Bank of Louisiana—1st, in the sum of $2,100, the amount of the original 21 shares; 2d, for all loans which he may hereafter obtain on said shares, the same to be subject to an eventual interest at the rate of 10 % per annum in case of non-payment at maturity; 3d, and in the sum of $42, amount of the two unmatured instalments of the contribution due on said 21 shares.

And in order to represent this last-mentioned sum, the said John
Slidell has furnished, under date of this day, a contribution-bond,
60 drawn by him in favor of the Citizens' Bank, payable at the office of said bank in this city, in two equal instalments of $21 *dollars* each, on the first day of May, 1856 and 1857, respectively, each instalment bearing interest in case of non-payment at maturity at the rate of 8 % per annum until final payment; which bond, after having been paraphed "Ne varietur" by the undersigned notary, in order to identify *ing* it with this act, was delivered to the said James D. Denegre, in his capacity, who acknowle'ges the receipt thereof.

And, in order to secure unto the said Citizens' Bank of Louisiana the sum of $2,100, amount of the said original 21 shares, the payment of all loans which may be obtained on said shares and all eventual interest at 10 % per annum, and also the payment, in principal and interest, of
the above contribution-bond; and finally, in order to secure, in
61 capital and interest, the payment of the loan raised to form the capital stock of the said bank by the issuing of bonds signed by the governor of this State to the order of the Citizens' Bank, countersigned by the treasurer and the secretary of this State, and under the seal of the State, the said John Slidell does hereby mortgage and hypothecate, specially and by privilege, in favor of the Citizens' Bank of Louisiana, the following-described property, to wit:

A lot of ground, with the buildings thereon, situate in this city, on Royal street, between Conti and Bienville streets, and designated by the No. 5, on a plan drawn by Jos. Pilie, city surveyor, on the 4th April, 1834, and annexed to an act of sale from Mathew Morgan, R. O. Pritchard, and James W. Zacharie to Manuel Y. de Lizardie, passed before Branch W. Miller, late a notary in this city, on the 23d April, 1834.
The said lot having, in American measure, 22 feet front on Royal
62 street, by 95 feet 4 inches & 4 lines in depth, between parallel lines, and being the same which was conveyed to said John Slidell by Randall Currell, curator of the estate of Richard O. Pritchard, by an act passed before Lucien Herman, late a notary public in this city, on 23d March, 1841.

Which property shall remain thus mortgage' until the above-mentioned bonds shall have been redeemed, or until the said John Slidell shall have paid the amount of said shares, as well as the amount of said contribution-bond, and the loans which he may obtain on the said

shares, unless, however, he should previously have transferred said stock, or have been entirely discharged by said bank.

It is agreed upon by the parties that if the bank should hereafter discover that the titles to the property herein mortgaged are defective, or that the same is encumbered with any tacit mortgage, the bank
63 shall have the right to claim the immediate payment of such loans and contributions, and to cause said property and the stock secured thereby to be sold, unless the said John Slidell should prefer substituting thereto other property, the title whereof should be indisputable.

It is also agreed upon between the parties that, whenever it shall be proven to the satisfaction of the board of directors of the Citizens' Bank that the property now mortgaged is no longer of sufficient value to secure the above-mentioned shares, the bank shall have the right to demand an additional security, and in case of refusal and neglect of the said John Slidell to give such additional security when required, the bank shall have the right to cause to be seized and sold the property and stock aforesaid in order to obtain payment of the stock-note which may be due, and the bond above described.

And in order to secure furthermore unto the said Citizens' Bank
64 the payment in principal and interest of the said contribution-bond, and of the loans which may be obtained upon the said shares, the said Slidell does hereby pledge and pawn, in favor of said bank, the aforesaid 19 shares of stock, which, pursuant to this pledge, are hereby transferred to the said bank

And the said John Slidell declared that the buildings erected on said lot are insured, and the policy thereof is transferred to the bank, and he does hereby bind himself to renew the said insurance, yearly, until this mortgage shall have been released by the bank, and transfer each year the insurance policy thus renewed; and, should he fail or neglect to renew the said insurance so as to let even one day elapse, without the above buildings being insured, then, and in such case, the loans, contributions, due on said shares, shall, through such neglect, be-
65 come immediately due, and demandable, and the bank shall, moreover, have the right of selling the above-described property and stock, without being bound to put the said Slidell in default, or to prove that he had been put in default of renewing said insurance.

And in case the said insured buildings should be either wholly or partly destroyed by fire, the bank shall have the right to claim and received from the insurers the amount for which they may be liable, to keep the said amount until the buildings destroyed or damaged by fire shall have been rebuilt, or repaired, or until other property of equal value shall have been substituted for the one thus damaged or destroyed by fire.

The said John Slidell declared that, according to his marriage contract, there exists no community between him and Mrs. Marie Mathilde Deslondes, his wife, and that his said wife has renounced in said contract all rights of mortgage and lien upon his property.

66 By reference to the annexed certificate, dated the 17th May, 1855, it will appear that the above-described property is free from encumbrance or mortgage, in the name of said John Slidell, with the exception of the mortgage he granted in favor of the said Citizens' Bank of Louisiana, by an act passed before Charles Boudousquie, late notary in this city, on the 10th day of June, 1842, to secure 150 shares of the stock of said bank, now reduced to 140 shares, and the payment of all loans thereon.

Thus done, and passed in my office in the city of New Orleans, the day, month, and year, first above written, in presence of W'm G. Latham and Guy Duplantier, of said city, competent witnesses, who have signed with the parties, and me, the notary, after reading the whole.

(Signed) JOHN SLIDELL.
" JAMES D. DENEGRE,
President.
" W. G. LATHAM.
67 (Signed) GUY DUPLANTIER.
" AD. BOUDOUSQUIE,
Not. Public.

A true copy.
New Orleans, 26th May, 1855.
(Signed) AD. BOUDOUSQUIE,
Not. Public.

Document D.—Filed with the intervention of Citizens' Bank, Oct. 2d, 1863.

Furnishing of stock-note by John Slidell to bank.

UNITED STATES OF AMERICA,
State of Louisiana, City of New Orleans:

Be it known that, on this 7th day of July, 1859, and the 84th year of the Independence of the United States of America, before me, Adolphe Boudousquié, notary public, duly commissioned and sworn, in and for this city and the parish of Orleans, therein residing, and in presence of the witnesses hereinafter named and undersigned, per-
68 sonally came & appeared Mr. John Slidell, of this city, and Mr. John G. Gaines, also of this city, president pro tempore of the Citizens' Bank of Louisiana, herein acting as such, for and in the name of said bank, who declared that Mr. John Slidell is the actual owner of 160 shares, of $100 each, in the capital stock of the Citizens' Bank of Louisiana, it being the amount of a lot originally for 171 shares, from which 11 shares have been set apart to constitute a cash stock in conformity with an act of the legislature of this State, entitled "An act to authorize the Citizens' Bank of Louisiana to convert shares secured by mortgage into cash shares," approved on the 28th day of April, 1853; which shares are secured by two mortgages, consented by the said John Slidell in favor of the Citizens' Bank of Louisiana, by two acts, one passed before Charles Boudousquie, then notary, on the 10th
69 day of June, 1842, to secure 150 shares; & the other passed before the undesigned notary, on the 17th May, 1855, to secure 21 shares, and also to secure all loans on said shares, and all eventual interest, at the rate of 10 % per annum in case of non-payment at maturity; which mortgages bear on a lot of ground, together with the buildings and improvements thereon, situate in the 2d district of this city, on Royal street, between Conti and Bienville streets, designated by the No. 5 on a plan drawn by Jos. Pilie, city surveyor, on the 4th April, 1834, and annexed to an act passed before Branch W. Miller, late notary, on the 22d April, 1834, the said lot having, in American measure, 22 feet front on Royal street, by 95 feet 4 inches and 6 lines in depth between parallel lines.

That, by an act of the legislature of this State, entitled "An act to

equalize the loan to mortgage stockholders of the Citizens' Bank
70 of Louisiana, by an extension of five hundred thousand dollars of the State bonds due in 1859," approved on the 17th day of March, 1859, the said John Slidell is entitled, on said 171 shares, to an additional loan of thirteen hundred and seventy-seven dollars, which, added to the sum of $3,240, of loans already obtained thereon, will form the aggregate sum of $4,617, which completes the full loan on said shares.

That the said John Slidell, having complied with the requirements of the act of the legislature last before mentioned, has applied to the Citizens' Bank of Louisiana for the loans to which he is entitled as aforesaid, offering to furnish his stock-note to represent the aforesaid sum of $4,617, which application was granted and the offer accepted.

Now, therefore, as acknowledgment of the additional loan of $1,377, which he has presently received from the Citizens' Bank of Lou-
71 isiana, and as evidence of $3,240 already obtained on said shares, the said John Slidell has presently furnished, under date of this day, one bond or stock-note, drawn by him in favor of the Citizens' Bank of Louisiana, for the sum of $4,617, payable on the 1st day of June, 1860, or renewable from year to year, agreeably to the provisions of the charter of said bank, and to the laws thereto relative, and bearing interest at 10 % per annum in case of non-payment at maturity; which said stock-note was delivered to the said John G. Gaines, in his said capacity, after having been paraphed "ne varietur" by me, the undersigned notary, in order to identify it with this act and the acts before recited and referred to.

Thus done and passed at New Orleans, in my office, on the day, month, and year first above written, in the presence of Messrs. Felix Grima, and Louis Dutour, competent witnesses, who have hereunto sub-
72 scribed their names with the said parties and me, notary, after due reading thereof.

(Signed) JOHN SLIDELL.
" JOHN G. GAINES.
" L. DUTOUR.
" F. GRIMA.
" AD. BOUDOUSQUIÉ,
Not. Public.

A true copy.
(Signed) AD. BOUDOUSQUIÉ,
Not. Public.

Document E.—Filed with the intervention of the Citizens' Bank, October 2d, 1863.

Relating to the claim for 100,000 francs.

CITIZENS' BANK OF LOUISIANA.

J. DENEGRE, *President.* EUGENE ROUSSEAU, *Cashier.*

NEW ORLEANS, *September 3d*, 1861.

Messrs. AD. MARCUARD & CIE., *Paris:*

MESSIEURS: Nous accréditons près de vous par la presente l'honorable Mr. John Slidell, jusqu'à concurence de cent mille francs que vous
73 voudrez bien lui compter en montants a sa convenance, au débit de notre compte, contre ses traites au taux du jour sur son

agent à la Nouvelle Orléans ou contre ses reçus dans le cas ou les communications demeureraient toujours interrompues.

Agréez, messieurs, mes salutations empressées.

(Sig.) EUG. ROUSSEAU, *Cash'r.*

A true copy.
New Orleans, March 30th, 1863.
(Signed) EUG. ROUSSEAU,
Cashier.

Document F.—Filed with intervention of Citizens' Bank, October 2d, 1863.

John Slidel to Citizens' Bank of Louisiana.

For the following amounts paid him by Messrs. Marcuard & Co., of Paris, on letter credit:

1862.	
Feb'y 20th	Fc's 10,000.
27th	" 10,000.
M'ch 20th	" 10,000.
May 13th	" 70,000.
	F'cs 100,000.
74 4 f'cs to $1	$25,000.

Due 22d April, 1862, 8 % interest per annum, from 22d April, 1862, till paid.

DOCUMENT H.

Letters-press copy.—Filed 2d October, 1863, *with the intervention of the Citizens' Bank.*

(Translation.)

Mr. EUGENE ROUSSEAU,
Cashier Citizens' Bank, New Orleans:

PARIS, 21*st March*, 1862.

We beg leave to confirm the contents of our last 15th inst., the copy of which is in possession, (a few words cannot be read,) advising us of your drafts of Mailet. Together, f'cs 64,575.32 cts., which we note to your debit.

The receipt of Belmont. Mr. John Slidell, f'cs 10,000, we carry to your debit. All your precedent letters are received with the exception of that 31st January, which offers but little interest, by what we perceive
75 from the copy which is now at hand. We had previously occasion to let you know that all the remit'ances you had made during the last six months had been duly received.

We are, &c.,

AD. MARCUARD & CO.

Since the payment above mentioned to Slidell, we have paid the same, f'cs 10,000 the 21st Feb'uary, f'cs 10,000 the 27th Feb'uary, of which we have transmitted you the receipts in our precedent letters.

DOCUMENT J.

Letter-press copy.—Filed 2d Oct., 1863, with the intervention of the Citizens Bank.

(Translation.)

Mr. EUG. ROUSSEAU, *Cashier.*
(Care of Cahuzac Bro's, Havana.)

PARIS, 13*th May*, 1862.

SIR: We confirm our letter of the April, of which here is a copy, and without any of yours to answer.

76 We limit ourselves to the transmission of receipt for our payment to day to John Slidell, f'cs 70,000, which we carry to your debit. This payment completes the credit that you had opened to him in our house.

Referring to our bulletin of current rates, &c., &c.

(Signed) AD. MARCUARD & CO.

Document G.—Filed with intervention of Citizens' Bank, October 2d, 1863.

STATE OF LOUISIANA,
City of New Orleans:

Be it known that, on this 3d day of May, in the year of our Lord 1862, before me, Adolph Boudousquie, a notary public, duly commissioned and sworn in and for this city and parish of Orleans, personally came & appeared Mr. Tho's Allen Clarke, of this city, herein acting as the agent and attorney in fact of Mr. John Slidell, of this city, by virtue of an act of procuration deposited in the Citizens' Bank of Louisiana, who

77 declared that, in order to secure unto the said Citizens' Bank of Louisiana the payment of the sum of one hundred thousand francs, (f'cs 100,000,) amount of a lettter of credit given by the said bank to the said John Slidell and to Mrs. Mathilde Deslondes, his wife, on Messrs. Marcuard & Co. of Paris, France, the payment of all sums of money which the said John Slidell and his wife have obtained or may obtain from the said Marcuard & Co., by their drafts or other obligations on the said Citizens' Bank, or his agent, to the amount of one hundred thousand francs, (f'cs 100,000,) in addition to the said letter of credit, and also the payment of all exchange, interest, charges, and costs on the sums drawn by virtue of said letter of credit or otherwise, he does by these presents, in the name of the said John Slidell, mortgage and hypothecate in favor of the said Citizens' Bank of Louisiana, James

78 D. Denegre, esq., president of said bank, accepting the following-described property, to wit:

A lot of ground, together with the buildings and improvements thereon, situate in the first district of this city, on St. Charles street, between Common & Gravier streets, designated by the No. 4, and measuring, in American measure, 20 feet 10 inches front on St. Charles street, by 59 feet 10 inches in depth on the line separating it from lot No. 3, 59 feet on the line towards Gravier street, and 20 feet 7 inches in width in the rear; being the same property which he purchased in the following

manner, viz: One-half from the creditors of R. O. Pritchard, by an act passed before F. Grima, notary, on the 9th March, 1839, and the other half from H. R. Denis, by an act passed before A. Mazureau, notary, on the 18th March, 1846.

A lot of ground, together with the buildings and improvements
79 thereon, adjoining the one above described, designated by the No. 3, and measuring, in American measure, 20 feet 10 inches front on St. Charles street, by 60 feet 8 inches in depth on the line separating it from lot No. 2, 59 feet 10 inches on the line dividing it from lot No. 4, and 20 feet 5½ inches in the rear; being the same property which the said John Slidell purchased from the creditors of R. O. Pritchard, by an act passed before F. Grima, notary, on the 9th March, 1839.

And two lots of ground, together with the buildings and improvements thereon, adjoining the above described, designated by the Nos. 5 & 6, and measuring each 22 feet 6 inches 2 lines front on Common street, between St. Charles and Camp streets, and 22 feet 6 inches 1 line in the rear; said lot No. 5 measuring in depth 109 feet 6 inches 6 lines on the line separating it from lot No. 4, and 110 feet 1½
80 line on the line separating it from lot No. 6; and said lot No. 6 measuring in depth 110 feet 1½ line on the line separating it from lot No. 4, and 110 feet 9 inches and 3 lines on the line separating from lots No. 7 & 11; being the same property which the said John Slidell purchased from H. C. Cammack and T. Dixon, by act passed before W'm Christy, notary, on the 21st Feb'uary, 1833; he, the said T. A. Clarke, binding the said John Slidell not to sell, alienate, or encumber the said properties to the prejudice of this act.

The said T. A. Clarke declared that the said John Slidell is separated in property from his wife by virtue of their marriage contract, and that the renunciation of Mrs. Slidell is not necessary to these presents.

The parties do hereby dispense with the production of a certificate from the recorder of mortgages for this city and parish, and they exonerate the undersigned notary from all responsibility in the premises.

81 Thus done and passed at New Orleans, in my office, on the day, month, and year first above written, in the presence of Messrs. Louis Dutour and Charles F. Barry, competent witnesses, who have hereunto subscribed their names with the said parties and me, notary, after due reading thereof.

(Signed) THO'S ALLEN CLARKE.
(") JAMES D. DENEGRE, *President.*
(") LOUIS DUTOUR,
(") CHA'S F. BARRY.
(") AD. BOUDOUSQUIÉ, *Not. Public.*

A true copy of the original on file in my office. New Orleans, May 21, 1862.

(Signed) AD. BOUDOUSQUIE,
Not. Public.

MORTGAGE OFFICE,
City and Parish of Orleans.

I, Alfred Shaw, recorder of mortgages for the city and parish aforesaid, do hereby certify that the within act was recorded in the records
82 of my office on the 3d day of May, 1862, in B. 78, fo. 259.
New Orleans, March 19th, 1863.

(Signed) ALFRED SHAW, *Recorder.*

Intervention of F. A. Marcuard.—Filed October 2d, 1863.

To the honorable E. H. Durell, judge of the United States district court for the eastern district of Louisiana:

In pursuance of the public notice given by James Graham, United States marshal for the said United States district court, in the case of the United States vs. 844 lots and 10 squares of ground, the property of John Slidell, No. 7686 of the docket of the court aforesaid, to all persons interested in the property of John Slidell, to be and appear before this honorable court to show cause, if any they have, why the said property should not be condemned and forfeited to the United States.

Now comes into court Frederick Adolphe Marcuard, banker,
83 an alien, residing in Paris, France, represented in New Orleans by Eugène Rousseau, his agent, as appears from the power contained in document A, hereto annexed, who, reserving his right to all exceptions, if necessary, intervenes for his own interest, and exhibits this his libel against the property of John Slidell, now being in the custody of the above-named United States district court, in virtue of a warrant issued by this honorable court in the confiscation case of the United States vs. 844 lots & 10 squares of ground, the property of John Slidell; and thereupon the said F. A. Marcuard, through his agent above named, does allege and articulately propounds as follows, to wit:

That, by act under private signature passed at Paris on the 4th of June, 1862, between Fred. A. Marcuard and John Slidell, hereto submitted, marked A, the said Marcuard loaned to John Slidell a
84 sum of 250,000 francs, payable at one year in Paris, France, and in current coin there, with interest at the rate of 5 % per annum, in security of which loan John Slidell mortgaged to said F. A. Marcuard real estate in this city described in said act, and estimated therein at $297,500, and assigned to Marcuard towards the payment of said loan all the rents due or to become due on said property.

That said act was received by E. Rousseau on the 14th of July, 1862, on which day he caused the same to be recorded in the mortgage office in this city, before the appointment of a recorder of mortgages by General Butler.

That the said act was recorded again in the same office, on the 29th July, 1862, under the recorder appointed by Gen'l Butler.

That deposit was made of said act by Rousseau in the office of Michael Hahn, notary public, in this city, on the 4th August, 1862,
85 and said act and deposit were recorded again in the mortgage office of this city, on the 9th of said month of August.

That, on the 11th of August, 1862, the following special order was issued by Major-General Butler, commanding the Department of the Gulf, to wit:

"HEADQUARTERS DEPARTMENT OF THE GULF,
"*New Orleans, August 11th*, 1862.

[Special Order, No. 251.]

"All the property of John Slidell, an officer of the rebel government, is hereby confiscated.

"By order Major-Gen'l Butler.

"R. S. DAVIS, *A. A. A. G.*"

That, in conformity with the above order, Rousseau ceased, from its date, to collect the rents.

That, on the 20th Feb'uary, 1863, Rousseau, as agent aforesaid, addressed a letter to General N. P. Banks, commanding the Department of the Gulf, asking to be permitted, on behalf of said
86 Marcuard, to collect the rents on the property of John Slidell, according to the terms of the aforesaid act of 4th June, 1862, and to remit the same to said Marcuard, copy of which letters is hereto annexed, marked B.

That, on the same day, 20th Feb'uary, 1863, Rousseau received an order from Jno. W. McClure, captain and assistant quartermaster, dated that day, to pay over forthwith all monies, notes, bills, &c., belonging in any way to John Slidell, and a copy of which order is hereto annexed, marked C.

That, on the 26th Feb'uary, 1863, in compliance with the above order, Rousseau surrendered to said Captain McClure, assistant quartermaster, 50 rent-notes made by sundry lessees and tenants of stores, houses, and lots situated in this city belonging to John Slidell, in his possession on behalf of said Marcuard, on the 11th August, 1862, amounting
87 to $8,217.50, and a statement of rents payable monthly or quarterly, also unpaid on 11th August, 1862, amounting to $1,377, as shown by copy of a letter from Rousseau to Captain McClure, dated 26th Feb'uary, 1863, protesting against the forcible seizure of said property, hereto annexed, marked D, and by statement of said rent-notes and of rents payable monthly or quarterly hereto annexed, marked E, receipt of which has been given to Rousseau by said Captain McClure, A. Q. M.

Eug. Rousseau further states that the debt due by John Slidell to F. A. Marcuard amounts as per statement hereto annexed, marked F, on the 8th November, 1862, to f'cs 252,573.39, (two hundred and fifty-two thousand five hundred and seventy-three francs, thirty-nine centimes,) with interest on 250,000 from said 8th November, 1862, till paid,
88 and that said sum is due and payable according to the terms of the contract in Paris, France, in current coin there.

Wherefore F. A. Marcuard, intervenor, prays that this honorable court do pronounce in favor of his demand.

That he be recognized as a mortgage creditor of John Slidell in the manner and form and for the amount above stated.

That all monies collected by the military authority as rents on the property of John Slidell be paid to your intervenor.

That the rent-notes seized in the hands of his agent by order of the military authority, be restored to said agent for collection up to the sale of said property.

That said agent be authorized to collect all rents due on demand up to the day of sale, and that in case of sale of the property of John
89 Slidell, confiscated in this case, it be decreed that your intervenor is entitled to receive by privilege and preference out of the proceeds of sale of the several pieces of property described in the act of mortgage, marked A, and filed as part of this libel, the sum of two hundred and fifty-two thousand five hundred and seventy-three francs, 39 centimes, (f'cs 252,573.39,) with interest at the rate of 5 % per annum on 250,000 francs from 8th November, 1862, till paid, and with such difference in exchange as will secure to your intervenor the aforesaid sum of 252,573.39 francs, with interest in gold or silver, in Paris, agreeably to the terms of his contract with John Slidell.

And intervenor prays for costs and for such other and further relief and redress as to right and justice appertain and the court is competent to give in the premises.

(Signed) MARSOUDET, *of Counsel.*

EUGENE ROUSSEAU, being duly sworn, deposes and says that
90 he is the lawful agent of Fred A. Marcuard, an alien, residing in Paris, France, as per power of attorney under private signature, dated Paris, June 4th, 1862, annexed to this present proceedings, and that, to the best of his knowledge and belief, the aforesaid F. A. Marcuard is bona fide and lawful creditor of John Slidell, for money loaned in Paris to said John Slidell by said F. A. Marcuard, on the 4th June, 1862, as per act annexed also to these proceedings, in the sum of two hundred and fifty-two thousand five hundred and seventy-three francs, 39 centimes, in the following manner, viz:

Amount loaned in Paris to John Slidell on said 4th June, 1862, f'cs	250,000
5 % interest to 8th November, 1863, 157 days	5,451 39
F'cs	255,451 39
That from said amount there is to be deducted a draft of the Citizens' Bank of La., on Ad. Marcuard & Co. at 60 days' sight, dated August 8th, 1862, proceeds, at $4.15, of 693.50 rents collected from 1st to 4th August, 1862. Value in Paris, 8th November, 1862, viz:	2,878
Balance due 8th Nov., 1862, without interest f'cs	252,573 39

with 5% per annum interest on f'cs 250,000 from said date till paid; and that no other person is the owner of the claim aforesaid but F. A. Marcuard, who has not, directly or indirectly, aided, countenance', or abetted the existing rebellion against the United States.

Affiant further declares that the above claim is secured by mortgage on the property described in Document A, annexed to plaintiff's first libel.

(Signed) EUG. ROUSSEAU.

Sworn to and subscribed before me this 2d October, 1862.

(Signed) K. LOEW, *D'y Clerk.*

DOCUMENT A.

Act of mortgage under private signature.—Filed with intervention of
92 *Marcuard, October 2d*, 1863.

STATE OF LOUISIANA,
City of New Orleans:

Be it known that, on this 4th day of the month of August, in the year of our Lord 1862, before me, Michael Hahn, a notary public in and for the parish of Orleans, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared Mr. Eugene Rousseau, residing in this city, who declared that, in pursuance of certain clauses contained in the act of mortgage under private signature passed at Paris, in France, on the 4th day of June, 1862, between John Slidell and Frederick Adolphe Marcuard, he, the said Rousseau, has now deposited in my office, to be made part of my record, as an authentic act, the
93 above-mentioned act of mortgage, under private signature, in the French language, which reads in the following words and figures, to wit:

11663.

Entre les soussignés Monsieur Frédérick Adolphe Marcuard, banquier, demeurant à Paris, rue Bergère 18, d'une part; et Monsieur John Slidell, propriétaire, demeurant sur la paroisse St. Jean Baptiste, (État de la Louisiane,) étant actuellement à Paris, logé avenue des Champs Élysées 37, d'autre part, a été fait et convenu ce qui suit:

Monsieur John Slidell reconnait par les présentes légitimement devoir à Mr. Marcuard, qui l'accepte, la somme de deux cent cinquante mille francs pour prêt de pareille somme, que mondit sieur Marcuard lui a fait à l'instant en billets de la Banque de France, acceptés comme numéraire, pour être employés à ses besoins et affaires.

94 Monsieur Slidell s'oblige à rembourser à Monsieur Marcuard la susdite somme de deux cent cinquante mille francs dans le délai d'un an à compter de ce jour et jusqu'au remboursement effectif, de lui en servir les intérêts sur le pied de cinq pour cent l'an. Sans retenue, lesquels intérêts seront payables par semestre les premier janvier et juillet de chaque année.

Les paiements, tant du principal que des intérêts, auront lieu de convention exprèss en la demeure du prêteur. Ils seront effectués en bonnes espèces d'or et d'argent, et non autrement, nonobstant toutes les lois, decrets, ordonnances, ou tous autres actes émanant des gouvernements ou autorités françaises ou américaines, qui introduiraient tout autre mode de libération au bénéfice desquels Monsieur Slidell déclare renoncer expressement et d'honneur.

À défaut de paiement exacte d'un seul semestre des intérêts à son échéance, et trente jours après une simple mise en demeure signi-
95 fiée à Monsieur Slidell au domicile par lui ci-après élu, le principal de la présente obligation deviendra immédiatement exigible, si bon semble à Mr. Marcuard, et sans que cette exigibilité ait besoin d'être prononcée en justice.

S'il arrivait que le prêteur fut obligé de poursuivre le recouvrement de sa créance sur les immeubles hypothéqués ou sur le débiteur directement devant les tribunaux de la Louisiane, il est convenu que son remboursement serait réglé au taux du change sur Paris à vue payables en espèces, et que les honoraires que le prêteur serait obligé de payer aux avocats et procureurs, par lui employés jusqu'à concurrence de cinq pour cent du montant de la créance, maximum dont les parties conviennent, seront considérés comme frais nécessaires de justice, accessoires de la créance et comme tels seront prélurés sur les biens hypothéqués.

Il est en outre convenu qu'en cas de poursuites judiciaires à la
96 Louisiane les intérêts ci-dessus stipulés seront portés à huit pour cent, taux légale à la Louisiane à compter de ce jour et jusqu'à parfait paiement.

À la garantie du remboursement du montant en principal de la présente obligation, du service exacte des intérêts, et du paiement de tous frais accessoires, Monsieur Slidell affecte et hypothèque, spécialement au profit de Monsieur Marcuard, qui l'accepte, les immeubles ci-après désignés dont il est propriétaire, et qui sont situés dans la ville de la Nouvelle Orléans, État de la Louisiane, Amérique du Nord, savoir:

"1°. Un magasin situé rue de la Douane, entre les rues Levée et Chartres, occupé par Messrs. Gratial & Comp., ayant vingt-neuf pieds, ancienne mesure française, et dont le loyer est de $1,500 par an.

"2°. Une maison rue Royale, entre Conti et Bienville, occupée par Monsieur Runkel, ayant à peu près vingt-cinq pieds (mesure lo-

97 cale) de façade sur la rue Royale, sur quatre-vingt pieds de profondeur; son loyer est de $1,500 par an.

"3°. Deux magasins rue de la Levée, entre la Douane et Bienville, ayant chacun vingt-quatre pieds cinq pouces de façade, et courant à la rue Clinton; lesdits magazins occupés par Plassan & Co. moyennant un loyer de $3,000 par an.

"4°. Deux terrains 50 & 52 rue du Camp, entre Gravier et Natchez, ayant chacun 21 pieds de face sur 71 de profondeur, occupés par la Banque des Négociants, moyennant un loyer annuel de $2,800, et l'obligation par le locataire de supporter seul toute contribution.

"5°. Deux magasins rue de la Commune, entre St. Charles & Camp, ayant chacun 22 pieds 6 pouces de face sur 111 de profondeur, loués à Messrs. Pino et Lévèque, moyennant $4,000 par an.

98 "6°. Deux magazins, 34 & 36 rue St. Charles, entre Gravier et Commune, ayant chacun 21 pieds de façade sur la rue St. Charles sur 60 pieds de profondeur, loués à Mr. J. Moreau, moyennant un loyer annuel de $5,000.

"7°. Quatre magasins à l'encoignure de la rue du Marché et de la Nouvelle Levée, ayant ensemble 48 pieds sur la Nouvelle Levée sur 110 de profondeur, loués à plusieurs, moyennant $1,800 par an.

"8°. Deux terrains vides sur la rue de la Nouvelle Levée, entre Louise & Delord, ayant ensemble 50 pieds de façade sur 87 de profondeur, loués á Filkins, moyennant $1,500 par an.

"9°. Deux terrains vides, ayant chacun 27 pieds de façade sur la rue Baronne, entre Poydras et Hevia, sur 107 de profondeur; plus deux terrains vides sur la rue Hevia, entre Baronne et Philippa, ayant chacun 27 pieds de façade sur 108 de profondeur, le tout loué à Mr. D. H.

99 Fowler, moyennant $600 par an, et à la charge du *du* locataire de payer toutes les contributions.

"10°. Une maison sur la rue Foucher, ayant 21 pieds de façade sur 110 de profondeur, louée à Mr. Pryal, moyennant $420 par an.

"11°. Une maison rue Poydras, entre Philippa et Cirque, ayant 40 pieds de façade sur 80 pieds de profondeur, louée à Mr. J. M. Crea, moyennant $600 par an.

"12°. Une propriété faisant l'encoignure des rues Jersey et Josephine, ayant 180 pieds sur la rue Josephine et 120 pieds sur la rue Jersey, (mesure française.) Il existe sur cette propriété plusieurs petites maisons en bois. Le tout est loué à Mr. Clarens, moyennant $900 par an.

"13°. Un square 740, borné par les rues Cortez, Scott, Gravier, et Nouveau Canal.

"Un square 581, borné par les rues Canal, Gasquet, Dorgenois, et Broad.

"Un square 608, borné par les rues Canal, Gasquet Dupre, & White.

100 "Un square 631, borné par les rues Canal, Gasquet, Dupre, & Gayoso.

"Un square 632, borné par les rues Canal, Gasquet, Gayoso, & Salcedo.

"Un square 114, borné par les rues Canal, Salcedo, Douane, & Gayoso.

"Un square 115, borné par les rues Douane, Salcedo, Bienville, & Gayoso.

"Un square 118, borné par les rues Conti, Lopez, Canal, Carondelet, & Salcedo.

"14°. Une terre de 92 acres, acheté par acte devant A. Mazureau, notaire, publié le 28 août 1843, divisée en squares et terrains, portant

les numéros 69, 70, 71, 74, 75, 76, 77, & 79, á 115, inclusivement, le tout formant 46 squares et 738 terrains, compris entre le chemin coquille les rues Dorgenois, les lignes de Lafayette et de Carolton.

"Les immeubles sus-désignés sont estimés, savoir:

"Ceux compris sous le No. 1, seize mille piastres	16,000
"Ceux compris sous le No. 2	1,400
101 "Ceux compris sous le No. 3	32,000
"Ceux compris sous le No. 4	30,000
"Ceux compris sous le No. 5	35,000
"Ceux compris sous le No. 6	35,000
"Ceux compris sous le No. 7	15,000
"Ceux compris sous le No. 8	4,000
"Ceux compris sous le No. 9	12,000
"Ceux compris sous le No. 10	3,000
"Ceux compris sous le No. 11	7,500
"Ceux compris sous le No. 12	9,000
"Ceux compris sous le No. 13	40,000
"Et ceux compris sous le No. 14	45,000
"Total de l'estimation des biens hypothéqués, deux cent quatre-vingt-dix-sept mille cinq cent dollars, ci	$297,500"

Monsieur Slidell déclare:

Premièrement. Que tous les immeubles ci-dessus désignés lui appartiennent en propre, et en pleine et entière propriété; qu'il les a acquis de divers, aux termes de contrats réguliers, dont il prend l'engagement de justifier au prêteur ainsi que de l'accomplissement sur ces contrats des formalités prescrites par les lois de la Louisiane pour lui en
102 assurer la propriété incommutable, et que les prix de ces acquisitions ont été régulièrement payés aux termes de quittances dont il justifiera pareillement.

Secondement. Qu'il est marié avec Madame Mathilde Deslondes, et qu'aux termes du contract qui a réglé les clauses et conditions civiles de son union passé devant le juge de la paroisse de St. Jean Baptiste, État de la Louisiane, le 16 novembre 1835, dont il s'oblige également à justifier, la signature de sa femme n'est pas nécessaire pour vendre, aliéner ou hypothéquer les biens qu'il possède; et que l'hypothèque légale de Mme. Slidell est limitée à l'immeuble situé rue de la Douane 1, et a concurrence seulement d'une somme de six mille dollars.

Troisièmement. Que les immeubles ci-dessus désignés, à l'exception de celui situé rue de la Douane, affecté spécialement à l'hypothèque légale de Mme. Slidell, ne sont grevés d'aucune hypothéque légale, conventionelle, ou d'aucune autre nature.

Quatrièmement. Enfin que les immeubles ci-dessus désignées
103 sont tous assurés contre l'incendie par la "New Orleans Mutual Insurance Company," ayant son siége à la Nouvelle Orléans, et il s'oblige expressement de maintenir cette assurance et de remettre à Mr. Marcuard les polices de ces assurances dûment endossées pour lui tenir lieu, suivant les usages locaux de délégation des indemnités qui seraient dues en cas de sinistre, en garantie du montant de la présente obligation en principal, intérêts et tous accessoires.

Les justifications que Mr. Slidell s'est obligé à rapporter devront être produites dans le délai de trois mois à compter de ce jour. À défaut d'accomplissement exact de cette condition dans ledit délai de trois mois à compter de ce jour et celui passé, le montant de la présente obligation deviendra de plein droit, immédiatement exigible, s'il plait à Mr.

Marcuard, sans qu'il y ait lieu à aucune mise en demeure dont ce
104 dernier est expressement dispensé, et sans que cette exigibilité ait besoin d'être prononcée en justice.

Par ces mêmes présentes, et, pour assurer leur fidèle et régulière exécution, Monsieur Slidell a fait et constitué pour son mandataire spéciale, Mr. Eugène Rousseau, caissier de la Banque des Citoyens de la Louisiane, demeurant à la Nouvelle Orléans.

Auquel il donne pouvoir de, pour lui et en son nom, gérer et administrer tant activement que passivement les biens et immeubles ci-dessus hypothéqués, en conséquence consentir et renouveler tous baux et locations desdits immeubles, avec telles personnes, pour le temps, aux prix, charges, clauses, et conditions qu'il jugera convenables, consentir s'il y a lieu toutes résiliations.

Toucher de tous locataires, fermiers, ou de tous autres qu'il appartiendra, le montant des loyers et fermages, et en donner bonnes et valables quittances.

105 Faire remise à Messrs. Ad. Marcuard & Cie., banquiers à Paris, du montant des loyers encaissès, que ces derniers auront la mission d'appliquer au paiement des intérêts et du capital faisant l'objet de l'obligation qui précède et au paiement de tous accessoires.

Déposer l'un des originaux des présentes en l'étude de tel notaire de la Nouvelle Orléans, dont il aura fait choix pour être mis au rang de ses minutes et pour qu'il soit enrégistrés au bureau des hypothèques de ladite ville, conformément aux lois de la Louisiane.

Suivre et surveiller l'accomplissement de toutes les formalités prescrites par les susdites lois, pour assurer la validité et le rang de l'hypothèque consentie, sur tous les immeubles ci-devant désignés au profit de Monsieur Marcuard, requérir la délivrance de tous bordereaux, certificats, et autres pièces et documents propres à constater, l'accomplissement de ces formalitès, remettre ces pièces à Mr. Marcuard ou
106 pour lui à telle personne qu'il aurait désignèe pour le représenter.

Aux effets ci-dessus passer et signer tous actes, élire domicile, substituer et génèralement faire aux fins des présentes, ce que les circonstances exigeront, quoique non prévu en ces présentes, promettant l'avouer.

Monsieur Marcuard déclare conférer les mêmes pouvoirs à Monsieur Rousseau, autant que besoin est, et en ce qui le concerne particulièrement.

Pour l'exècution des présentes les parties élisent domicile, savoir:

Monsieur Marcuard à Paris, en son domicile susdit rue Bergère 18; et Monsieur Slidell aussi à Paris, en sa demeure avenue des Champs Élysées 37.

Et en outre, pour toutes les procédures qu'il y aurait à suivre à la Nouvelle Orléans, si aucunnes étaient ou devenaient nécessaires, les parties font élection de domicile en laditte ville au siège de la Banque des Citoyens de la Louisiane.

107 Les présentes ont été faites et dressées en triple original en la prèsence de—

1°. Monsieur Jean Abraham André Poupart, baron de Neuflizé, banquier, demeurant à Paris, rue Bergère 18.

Et 2. Monsieur Louis Alfred André, banquier, demeurant á Paris, rue de Londres 27.

Tous deux témoins, lesquels ont certifié et attesté l'indentité de Monsieur Slidell et celle de Monsieur Marcuard, qu'ils déclarent parfaitement connaître et ils certifient sincères et véritables les écritures et signatures

de mondit sieur Slidell et celles de Mr. Marcuard, apposés ci-après en leur présence par ces deux messieurs.

À Paris, le 4 juin, mil huit cent soixante-deux.

Approuvé l'écriture et bon pour 250,000 francs.

(Rayés douze mots comme nuls.)

(Sig.) JOHN SLIDELL,
Approuvé l'Écriture.
AD. MARCUARD.

108 (Sig.) A. DE NEUFLIZE, *Témoin.*
ALFRED ANDRÉ, *Témoin.*

Witnesses to the signatures of John Slidell and of Ad. Marcuard.

(Signed) E. A. BRADFORD.
D. D. WITHERS.

Vu par nous, maire du neuvième arrondissement de Paris, pour légalisation des signatures de MM. Ad. Marcuard et John Slidell, apposée en notre présence et en celle de Mr. M. Poupart de Neuflizè, (Jean Abraham André, banquier, rue Bergère 18,) et André (Louis Alfred,) banquier, rue de Londres 27, témoins qui ont attesté l'individualité des comparan's, et ont signé avec nous maire.

Paris, le 4 juin mil huit cent soixante-deux.

ANCELL. [SEAL.]

Vu pour légalisation de la signature de Mr. Ancell, adj. au maire du 9ième arrondissement, apposé ci-contre.

Paris, le 10 juin, 1862.

109 Le préfet de la Seine, pour le préfet et par délégation le sécretaire générale de la préfecture.

M. G. SEGAND. [SEAL.]

Le ministre des affaires étrangères certifie véritable la signature de M. G. Segand.

Paris, le 11 juin, 1862.

Par autorisation du ministre Gou, le sous-directeur, chef de la chancelleries.

DUBOIS. [SEAL.]

Vu pour légalisation de la signature apposé au présent document de Mr. Dubois, sous-directeur, chef de la chancellerie au ministére des affaires étrangères à Paris, à laquelle signature foi doit être ajoutée tant en jugement que hors.

N'elle Orléans, le 28 juillet, 1862.

Le consul de France,

CTE. MEJAN. [SEAL.]

No. d'ordre 1150, art. 58 du tarif 12 f. 50 ct. solvit.

And to the present act appeared Messrs. Eugène Rousseau and
110 Thos. Allen Clarke, both of this city, who, having carefully examined the original act, under private signature, and the signature of the parties and witnesses thereto affixed, *and* declared as follows:

Mr. Eugène Rousseau declares that he is well acquainted with the

signature of F. A. Marcuard, and has seen him sign his name, and that the signature "Ad. Marcuard" to the original act, under private signature, is the genuine signature of the said F. A. Marcuard.

Mr. Tho's Allen Clarke declares that he is well acquainted with the signature of John Slidell, D. D. Withers, and E. A. Bradford, and has seen them sign their names, and that the signatures "John Slidell, D. D. Withers, and E. A. Bradford" to the original act, under private signature, are the genuine signature' of the above-named John Slidell, D. D. Withers, & E. A. Bradford.

And, at the request aforesaid, I, the said notary, have paraphed
111 the said act "Ne varietur" to identify it herewith, and have hereunto annexed the said original act, under private signature, thus paraphed, there to remain deposited and serve in case of need.

Thus done and passed in my office, at the city of New Orleans, on the day and date first above written, and in the presence of Messrs. Cha's G. Eckhart and James Fahey, competent witnesses, who hereunto sign their names with the said appearers and me, notary.

(Original signed) EUG. ROUSSEAU.
THO'S ALLEN CLARKE.
CHA'S G. ECKHART.
JAMES FAHEY.
MICHAEL HAHN,
Notary Public.

I certify the above and foregoing to be a true copy of the original act of deposit and the document annexed in the records in my office.

New Orleans, 9th August, 1862.

[SEAL.] (Signed) MICHAEL HAHN,
Not. Public.

112 I, the undersigned, recorder of mortgages for the parish of Orleans, city of New Orleans, State of Louisiana, certify that this act of mortgage has been recorded in my office.

1°. On the 14th July, 1862, in B 78, fo. 358.
2°. On the 29th July, 1862, in B 78, fo. 380.
3°. On the 9th August, 1862, in B 78, fo. 387.

New Orleans, March 23d, 1865.

[SEAL.] (Signed) J. W. MADDEN,
Recorder.

DOCUMENT B.

Letter from Rousseau to Major-General Banks.—Filed with intervention of Marcuard, Oct. 2d, 1863.

(Copy.)

NEW ORLEANS, *Feb'y 20th*, 1863.

Major-Gen'l NATH. P. BANKS, *Com'g Dep't of the Gulf, New Orleans:*

GENERAL: As agent of Fred. A. Marcuard, banker in Paris,
113 mortgagee of certain property situated in this city belonging to John Slidell, and assignee of the rents thereof, I beg leave respectfully to ask that Special Order No. 251, dated 11th August, 1862, confiscating John Slidell's property, be so modified as to authorize me to collect, on behalf of Mr. Marcuard, the rents of said property to the extent of his claim.

The claim results from the following facts:

By act under private signature passed at Paris on 4th June last, between Messrs. Fred. A. Marcuard and John Slidell, herewith submitted, Mr. Marcuard loaned to Mr. Slidell a sum of 250,000 francs, payable at one year, with 5 % interest, in security of which the latter mortgaged to the former real estate in this city, described in said act A, estimated therein at $297,000, and assigned to Mr. Marcuard, towards the payment of the interest and principal, all the rents due and to become due on said property.

114 Under same act I am appointed by both parties their special agent to collect the rents and remit the proceeds to Mr. Marcuard.

I received the act on the 14th July last, with an explanatory letter from Mess. A. Marcuard & Co., dated 5th June, 1862, herewith enclosed.

I accordingly collected in the early part of August a sum of $730, nett proceeds, of which I remitted to Mr. Marcuard, on 9th August, in draft of the Citizens' Bank, on Ad. Marcuard & Co.

On 11 of same month the following order was issued by Major-General Butler:

"[Special Order, No. 251.]

"All the property of John Slidell, an officer of the rebel government, is hereby confiscated."

In conformity with this order I ceased, from its date to, collect the rents.

I left New Orleans for Europe on the 1st of October, returned
115 on the 16th instant, and, according to the instructions from Mr. Marcuard, I respectfully ask at your hands to be permitted to collect the rents on the property of John Slidell, according to the terms of the above-mentioned contract, and to remit the same to Mr. Marcuard, whose rights are anterior to the act of confiscation.

Should further information be desired, I shall take pleasure in communicating the same to you.

Very respectfully, your ob't serv't,
(Signed) EUG. ROUSSEAU.

DOCUMENT C.

Letter from quartermaster to Rousseau.

(Copy.)

OFFICE CHIEF QUARTERMASTER
DEPARTMENT OF THE GULF,
New Orleans, Feb'y 20th, 1863.

Mr. E. ROUSSEAU.

116 SIR: You are hereby ordered to pay over to Colonel Holabird, or to me, at this office, forthwith, all monies, notes, bills, or other evidences of debt due to or in any way belonging to John Slidell, now in your possession, also render a correct statement of all property either real, personal, or mixed, within the State of Louisiana, of which you have any knowledge, as his agent or otherwise. In the mean time I desire you to favor me with a call upon this business.

Respectfully,
(Signed) JNO. W. McCLURE,
Capt., Ass't Q. M.

DOCUMENT D.

Letter from Rousseau to Capt. McClure.

(Copy.)

NEW ORLEANS, *Feb'y 26th*, 1863.

Capt. JOHN W. MCCLURE,
Ass't Quartermaster, N. O.

CAPTAIN: I received on the 20th inst. your written order to pay
117 over to Col. Holabird, or to you, at your office, forthwith, all monies, notes, bills, or other evidences of debt, due to or in any way belonging to John Slidell, now in my possession, also to render a correct statement of all property, either real, personal, or mixed, within the State of Louisiana, of which I have any knowledge, as his agent or otherwise; in the mean time to call at your office upon that business.

I accordingly called at your office and handed you a copy of a communication which I had addressed the same day to major-gen'l N. P. Banks, enclosing an act, under private signature, passed at Paris, on the 4th June, 1862, between Fred. A. Marcuard, a banker, and John Slidell, and wherein I represent to the major-general that I hold certain notes and claims for rents due on real estate in this city belonging to Mr. Slidell, but that, as shown by said act, these rent-notes and claims were assigned to said Marcuard anterior to the act of confisca-
118 tion, are actually his property, and I ask to be permitted to collect the same as such on his behalf.

You have since notified me verbally that General Banks, notwithstanding my communication, and the act of 4th June, 1862, therewith submitted, instructs you to enforce on me your order of the 20th, and that you so enforce it.

In compliance with said order, I surrender to you herewith fifty notes, made by sundry lessees and tenants of stores, houses, and lots, situated in this city, belonging to John Slidell, in my possession on the 11th August, 1862, amounting, as per detailed statement hereto annexed, to $8,217.50, (eight thousand two hundred and seventeen $\frac{50}{100}$ dollars.)

I surrender further a detailed list of the rents payable on demand & due on other property of John Slidell, on 11th August, 1862, amounting to $1,377, (thirteen hundred & seventy-seven dollars.)

119 In surrendering said rent-notes & lists of rents due on demand, I, as agent, and on behalf of Mr. F. A. Marcuard, of Paris, do protest against the forcible seizure and detention of the same by the United States, inasmuch as the rents due on said property were made over and transferred by John Slidell to F. A. Marcuard, under the aforesaid act, passed at Paris, on 4th June, 1862, anterior to said act of confiscation, and that the same were placed in my hands, and are held by me as the property of said F. A. Marcuard.

This protest is respectfully made by me, to the end of reserving to my principal, F. A. Marcuard, of Paris, all right and reclamation that may belong to him on the premises.

Very respectively, your ob't serv't,

(Signed) EUG. ROUSSEAU.

120 *Statement of rent-notes unpaid on 11th August, 1862, transferred by Jno. Slidell to Fred. Marcuard, under act passed at Paris between them on 4th of June, 1862.*

Location.	Tenants.				
2 lots on Baronne stre't between Poydras & Hevia. 2 lots on Hevia bet. Barronne & Philippa.	D. H. Fowler.....	3 notes due 15th Jan. '62,...	$300		
		15th Dec, '62...	300		
		15th June,'63...	300	past due,	900
House on Foucher street.	Jno. Pryall.....	20 *a* 25, 5 from 1 Apr'l to 1 April, '62,	$125		
		15 from 1 Sept. to 1 Nov., '63	375	past due,	500
House on Delord, near Old Levee.	C'th B. Garry.....	3 *a* 30 1 May, '62,.....	$30		
		1 Aug., "	30		
		1 Nov., "	30	past due,	90
Two lots in triangle form' by New Levee & Louisa.	Beals & Miller.....	6 " 40 1 Oct., 1862; 1 Jan., 1 Apr., July, Oct, '63, & Jan. '64,			240
121 Store No. 89. Common st.	Pino & Leveque.....	6 " 333⅓ 1 July, 1 Aug. 2 notes	666 66		
		1 Sept. to Dec. 4 notes	13,333 33	past due	2,000
Stores 34 & 36 St. Charles st.	T. Moreau.....	3 balance due 1 May, 1862..	625		
		1 Aug.	1,250—	1,875	
		1 Nov.	1,250	past due	3,125
Stores 28 & 30 Old Levee.	S. Plassan.....	2 1 Oct., 1862...	450		
		1 Nov., 1862..	112 50		562 50
Store 62 Royal street.	S. Runkel.....	7 1 note balance 1 June, 1862, 50			
		2 " " 1 July, " 125	300	past due.	
		4 " " 1 Aug., " 125			
		125 1 Sept. to 1 Dec., inclusive	500		800
		50 notes.....			$8,217 50

Lists of rents payable monthly or quarterly, transferred, as above, to F. Marcuard, past due on 11th August, 1862.

Store No. 2 Custom House st.	S. D. Gratia & Co..	$125 a mo. Rent due 1st August, unpaid.....		125
Bank building Camp st.	Merchants' Bank....	$2,800 a year. $700 due 9th Sept. & so on quarterly		
122 Cor. New Levee & South Market st.	J. McCabe.....	$25 a month since 1st Nov., 1861, previously at $75.	balance due 1 Aug., 1861, 25 rent Sept. & Oct..... 150 Nov. & Dec. paid from Jan. to 1st July, 7 months. 175	350
House on South Market st.	M. Malard.....	25 a month—balance due on rent Dec, 1861.....	7	
		Rent from Jan. to July.....	175	182
Dit'o.	J. Vederich.....	25 a month—balance due Nov. 1st, 1861.....	20	
		8 months from Dec. to July, 1862.....	200	
			220	
House on Poydras st. bet. Philippa & Circus.	C. Talbert.....	Less paid on acc't.....	15	205
Corner of Jersey & Josephine streets.	Clarens.....	$20 a month from 1st April to 1 Aug. due 5 months		100
		75 a month, balance due 19th April 1862.....	115	
		Rent from after July, 4 months.....	380	415
				$1,377

123 *Account filed with intervention, October 2d, 1863.*

John Slidell to Fred. A. Marcuard, Dr.

Am't loaned 4th June, 1862, f'cs.....	250,000	
5 % accrued to 8 Nov., 1862, 157 days.....	5,451 39	
F'cs.....	255,451 39	
Deduct draft of Citizens' Bank of Louisiana, dated 8th August, 1862, on Ad. Marcuard & Co., at 60 days, pro-		

ceeds, at f'cs 4.15, $693.50, net proceeds rents collected from 1st to 4th Aug., 1862, value in Paris, 8th November, 1862..... 2,878

Bal. due 8th Nov., 1862, with int., f'cs..... 252,573 39

at 5 % on 250,000 francs from said date till paid in Paris, in current coin there.

Affidavit for a commission on behalf the Citizens' Bank.—Filed November 20th, 1863.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

124 Eugene Rousseau, cashier of the Citizens' Bank of Louisiana, being duly sworn, deposes and says that MM. André de Neuflize, F. Marcuard, and the cashier of the banking-house of Adolphe Marcuard & Co., and other clerks of said firm, all of them residing in Paris, are material witnesses on behalf of said Citizens' Bank, and that she cannot go safely to the trial of the intervention herein filed, without the evidence of said witnesses, to be taken in conformity with the law.

(Signed) EUG. ROUSSEAU.

Sworn to and subscribed before me this 20th Nov., 1863.

(Signed) K. LOEW,
D'y Clerk.

Affidavit for a commission on behalf of Marcuard.—Filed Nov. 20th, 1863.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

125 Eugene Rousseau deposes and says that he is the agent of A. Marcuard, one of the intervenors in this case, & *and* that M. André de Neuflize, the cashier of the banking-house of Ad. Marcuard & Co., and the employees of said banking-house and others, are material witnesses on behalf of his principal, who cannot go safely to the trial of said intervention herein filed without the testimony of said witnesses, all of them residing in Paris, France, said testimony to be taken in conformity with the law.

(Signed) EUG. ROUSSEAU.

Sworn to & subscribed before me this 20th November, 1863.

(Signed) K. LOEW,
D'y Clerk.

Exception to intervention of the Citizens' Bank of La.—Filed Nov. 20th, 1863.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

126 To the honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

This libellant, Rufus Waples, attorney of the United States of America for the eastern district of Louisiana, who herein prosecutes for the United States in this behalf, by protestation, not confessing or acknowledging all or any of the matters and things in the said intervenor's bill to be true, in such manner and form as the same are therein set forth and alleged, doth, for exceptions to said bill of intervention, allege & show that said bill of intervention is informal and insufficient, as follows:

1ST EXCEPTION. For that said bill and petition of intervention shows that said claimants and intervenors are residents of the State of Louisiana, which said State is in rebellion and open resistance to the Government of the United States.

2D EXCEPTION. For that said bill and petition of said inter-
127 venors shows no specific lien on, or interest in, the specific property libelled in this cause as against the United States.

3D EXCEPTION. For that said intervenors, by the said petition of intervention, do not bring themselves within the act of Congress of the United States, entitled "An act to protect the liens upon vessels in certain cases, and for other purposes," approved March 3d, 1863, and made a part of this exception.

FOURTH EXCEPTION. For that said intervenor's bill does not disclosed to this libellant who are the persons constituting the corporation of the Citizens' Bank of Louisiana.

FIFTH. For that said intervenor has not given a stipulation, with sureties, to abide by the final decree in this cause to be rendered.

Wherefore said Rufus Waples, attorney as aforesaid, who prosecutes as aforesaid, humbly demands whether he shall be compelled to make any further answer to said bill of intervention, or any of the
128 matters and things therein contained, and prays that said bill of intervention be dismissed with costs.

U. S. dist. att'y for the east. dist. of Louisiana.

Answer to intervention of the Citizens' Bank of Louisiana.—Filed November 20th, 1863.

UNITED STATES
ads.
THE CITIZENS' BANK OF LOUISIANA, INTERvenors in 844 lots and ten squares of ground, property of John Slidell. } No. 7686.

To the honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

The answer of Rufus Waples, attorney of the United States for the said eastern district of Louisiana, who prosecutes herein for the

United States in this behalf, to said bill of intervention exhibited by Citizens' Bank of La., in this cause.

129 This defendant, Rufus Waples, attorney of the United States of America for said district, reserving to said United States all right of exception to said bill of intervention of said Citizens' Bank of Louisiana, for answer thereto, or unto so much or such parts thereof as he is advised is or are material or necessary for him to make answer unto, answering saith:

That this defendant, attorney as aforesaid, in behalf as aforesaid, expressly denies that the said intervenors, the Citizens' Bank of Louisiana, and the persons constituting said corporation, are loyal citizens of the United States.

And this defendant, attorney as aforesaid, in behalf as aforesaid, expressly denies that the Citizens' Bank of Louisiana, intervenor, as aforesaid, have not, directly or indirectly, aided, countenanced, or abetted the existing rebellion against the United States, as stated in said intervenor's bill, and avers the fact to be that the said intervenors,

130 said Citizens' Bank, did, both before and since the 17th day of July, 1862, directly and indirectly, aid, assist, countenance, and abet the enemies of the United States in the existing rebellion.

And this defendant, attorney as aforesaid, in behalf as aforesaid, further answering, denies that the said John Slidell is indebted to said intervenors in the sum of $29,194 *dollars*, secured by mortgage on said seized property as erroneously stated in said intervenor's bill. Further answering, denies that said John Slidell is indebted in any amount to said intervenors in manner and form as stated in said intervenor's bill.

Further answering, this defendant, attorney as aforesaid, insists that, by virtue of a certain act of the Congress of the United States, approved March 3d, 1863, entitled "An act to protect the liens upon vessels in certain cases and for other purposes"—that in all cases now or

131 hereafter pending wherein any ship, vessel, or other property shall be condemned in any proceeding by virtue of the acts above mentioned, or of any other laws on that subject, the court rendering judgment of condemnation shall, notwithstanding such condemnation and before awarding such ship, vessel, or other property or the proceeds thereof to the United States or to any informer, first provide for the payment out of the proceeds of such ship, vessel, or other property of any bona-fide claims which shall be filed by any loyal citizen of the United States, or of any foreign state or power at peace and amity with the United States, intervening in such proceeding, and which shall be duly established by evidence as a valid claim against such ship, vessel, or other property under the laws of the United States or of any loyal State thereof; provided, that no such claim shall be allowed in any case where the claimant shall have knowingly participated in the illegal

132 use of such ship, vessel, or other property; and provided also, that this act shall extend to such claims only as might have been enforced specifically against such ship, vessel, or other property, in any loyal State wherein such claim arose; the said intervenors, Citizens' Bank of Louisiana, *is* not entitled to any relief in this honorable court against the property seized under said libel; and this defendant, attorney as aforesaid, claims the same benefit as if he had specially pleaded the said statute in this cause.

Without this, that there is any other matter, cause, or thing on the said intervenors' bill contained, material or necessary for this defendant, attorney as aforesaid, to make answer unto, and not herein and hereby

well and sufficiently answered, confessed, traversed, and avoided and denied, is true to the knowledge or belief of this defendant, attorney as aforesaid.

All of which matters and things this defendant, as attorney, is
133 ready & willing to aver, maintain, and prove as this honorable court shall direct; and humbly prays that this honorable court will decree that said intervenors' bill be dismiss' with costs and charges in this behalf wrongfully sustained.

And as in duty bound will ever pray.

U. S. dist. attorney for the eastern dist. of Louisiana.

Exception to Marcuard's intervention.—Filed Nov. 20th, 1863.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, property of John Slidell, F. A. Marcuard, intervenor. } No. 7686.

To the honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

This libellant, Rufus Waples, attorney of the United States of America, by protestation, not confessing or acknowledging all or any
134 of the matters and things in the said intervenor's bill to be true in such manner and form as the same are therein set forth and alleged, doth, for exceptions to said bill of intervention, allege and show that said bill of intervention is informal and insufficient as follows:

1ST EXCEPTION. For that said bill and petition of intervention shows that said agent, Eug. Rousseau, is a resident of the State of Louisiana, which said State is in rebellion and open resistance to the Government of the United States.

SECOND. That said bill of intervention improperly introduces private letters and orders of military commanders, and is argumentative. Said private letters and orders should be st'uck out of said answer for impertinence.

THIRD. For that said bill and petition of said intervenor shows *that* no specific lien on, or interest in, the specific property libelled in this cause as against the United States.

THIRD EXCEPTION. For that said intervenor, by the said
135 petition of intervention, does not bring himself within the act of Congress entitled "An act to protect liens upon vessels in certain cases, and for other purposes," approved March 3d, 1863, and made a part of this exception.

FOURTH EXCEPTION. For that said intervenor has not given a stipulation with sureties to abide by the final decree in this cause to be rendered.

Wherefore said Rufus Waples, attorney as aforesaid, who prosecutes as aforesaid, humbly demands whether he shall be compelled to make any further answer to said bill of intervention, or any of the matters and things therein contained, and prays that said bill of intervention be dismissed with costs.

U. S. dist. att'y for the eastern dist. of Louisiana:

Answer to Marcuard's claim—Filed Nov. 20th, 1863.

UNITED STATES,
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell, F. A. Marcuard, intervenor. } No. 7686.

To the honorable Edward H. Durell, judge of the district court of the United States, for the eastern district of Louisiana:

The answer of Rufus Waples, attorney of the United States of America for the said eastern district of Louisiana, who prosecutes herein for the United States, in this behalf, to said bill of intervention exhibited by F. A. Marcuard.

This defendant, Rufus Waples, attorney of the United States of America for said district, reserving to said United States all right of exceptions to said bill of intervention of said F. A. Marcuard, for answer thereto, or unto so much and parts thereof as he is advised is or are material or necessary for him to make answer unto, answering, saith:

137 That this defendant, attorney as aforesaid, in behalf as aforesaid, expressly denies that the said intervenor, F. A. Marcuard, is an alien, residing in France; and this defendant, further answering, denies that the said agent, Eug. Rousseau, is a loyal citizen of the United States. Further answering, denies that the purported claim of said F. A. Marcuard is the bona-fide claim of any citizen of any foreign state or power at peace and amity with the United States.

And this defendant, further answering, charges that the said Marcuard, intervenor, is not an alien friend, or neutral alien to the Government of the United States, and states the fact to be that said Marcuard, intervenor, has aided, countenance', and abetted, both before and since the 17th July, 1862, the enemies of the United States, knowingly and wilfully, in the existing rebellion.

138 Further answering, this defendant, attorney as aforesaid, insists that, by virtue of *or* certain act of Congress of the United States, approved March 3d, 1863, entitled "An act to protect the liens upon vessels in certain cases and for other purposes," that in all cases now or hereafter pending, wherein any ship, vessel, or other property, shall be condemned in any proceeding, by virtue of the act above mentioned or of any other laws on that subject, the court rendering judgment of condemnation shall, notwithstanding such condemnation, and before awarding such ship, vessel, or other property, or the proceeds thereof, to the United States, or to any intervenor, first provide for the payment out of the proceeds of such ship, vessel, or other property, of any bona-fide claims which shall be filed by any loyal citizen of the United States, or of any foreign State or power at peace and amity with the United States, intervening in such proceed-

139 ings, and which shall be duly established by evidence as a valid claim against such ship, vessel, or other property under the laws of the United States, or of any loyal State thereof; provided, that no such claim shall be allowed in any case where the claimant shall have knowingly participated in the illegal use of such ship, vessel, or other property; and provided, also, that this act shall extend to such claims only as might have been enforced specifically against such ship, vessel, or other property, in any loyal State, wherein

such claim arose—the said intervenor, F. A. Marcuard is not entitled to any relief in this honorable court, against the said property seized under said libel, and this defendant, attorney as aforesaid, claims the same benefit as if he had specifically pleaded the said statute in this case.

And this defendant, attorney as aforesaid, further answering, saith that he denies that the said John Slidell is indebted to said F. A.
140 Marcuard in the sum of 252,573.39 francs, as stated in said intervenor's bill, and states that said John Slidell in truth and in fact is not indebted to said Marcuard in any amount whatever, without this, that there is any other matter, cause, or thing, in the said intervenor's bill contained, material or necessary for this defendant, attorney as aforesaid, to make answer unto, and not herein and hereby well and sufficiently answered, confessed, traversed, and avoided or denied, is true to the knowledge or belief of this defendant as aforesaid.

All of which matters and things this defendant, attorney as aforesaid, is ready and willing to aver, maintain, and prove, as this honorable court shall direct, and humbly prays that this honorable court will decree that said intervenor's bill be dismissed with costs and charges on this behalf wrongfully sustained.

And as in duty will ever pray, &c.

141

U. S. Att'y for the Eastern Dist. of Louisiana.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

This day L. Castera, esq., proctor for F. A. Marcuard, moved the court for a commission to take the testimony of the witnesses named in the affidavit on file; which motion, being filed and submitted, the court took time to consider.—*Extract from the minutes of 23d November*, 1863.

Motion for a commission.—Filed Nov. 23d, 1863.

On motion of L. Castera, attorney for F. A. Marcuard, one of the intervenors, and on the affidavit filed, it is ordered by the court that a commission be issued and directed to the American consul in
142 Paris, France, to take the testimony of the witnesses mentioned in said affidavit, in conformity with the law; said commission to be made returnable within 90 days after the return of the cross-examination.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

L. Castera, esq., proctor for the Citizens' Bank of Louisiana, this day moved the court for a commission to take the testimony of the witnesses named in the affidavit on file; which motion being filed and submitted, the court took time to consider.—*Extract from the minutes of November 23d*, 1863.

Motion for a commission.—Filed November 23d, 1863.

On motion of L. Castera, proctor for the Citizens' Bank of
143 Louisiana, and on the affidavit filed, it is ordered by the court that a commission be issued and directed to the American consul in Paris, France, to take the testimony of the witnesses mentioned in said affidavit, in conformity with the law; said commission to be made returnable within 90 days after the return of the cross-examination.

Order refusing commission to Marcuard.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

For the reasons orally assigned, it is ordered that the motion made on the 23d instant by F. Marcuard for a commission to take the testimony of witnesses residing in France be overruled and dismissed, with costs. —*Extract from the minutes of November 30th, 1863.*

Order refusing commission to the Citizens' Bank.

144 UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

For the reasons orally assigned, it is ordered that the motion made on the 23d instant by the Citizens' Bank of Louisiana for a commission to take the testimony of witnesses residing in France be overruled, and dismissed, with costs.—*Extract from the minutes of November 30th, 1863.*

Testimony of W. H. Henderson.—Filed April 16th, 1864.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

W'M H. HENDERSON, being duly sworn, deposes & says he has known John Slidell all his life. In the present rebellion Slidell has sided with the confederate government, and is intimately associated with
145 Jefferson Davis in the prosecution of the rebellion; saw him on the 15th of May, 1861, in Montgomery, Alabama. He was then about to embark for France as an ambassador of the confederacy. Witness knows that he went. It is a matter of general notoriety within the confederacy that he has remained in France ever since, representing the rebel interest there, contracting for gun-boats, and seeking the recognition of the confederacy at the hands or the Emperor. Witness was in the confederacy up to last September; was an officer in the confederacy, in the army. Witness left New Orleans with Slidell, and travelled with him to Montgomery, Al'a, and was to have gone as private secretary to him to France. Witness from Montgomery went to his father's residence in Kentucky, and upon his return found Slidell had gone. Slidell told

witness he was going to Paris a' representative of the confederacy to procure its recognition.

(Signed) W. H. HENDERSON.

146 Sworn to and subscribed 10th April, 1864.

(Signed) E. WARREN,
U. S. Comm'r.

Default.—April 18th, 1864.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

The delay allowed by law having expired, and no claim or defence having been filed, after due monition and proclamation, on motion of the district attorney, it is ordered that all persons interested in the property seized be pronounced in contumacy and default, and the libel adjudged and taken pro confesso, reserving, however, the rights of the intervenors herein.—*Extract from the minutes of 18th April*, 1864.

Testimony of Numa Lacoste.—Filed April 25th, 1864.

(No. 7686.)

147 NUMA LACOSTE, being sworn for libellant, deposes and says as follows:

He knows John Slidell by sight. I last saw him in Paris, France, in the month of October, 1863; use' to meet him there very often. He had been in Paris about a year when I left. I left Paris in November last. He (Mr. Slidell) was there as a minister of the Confederate States. I have known him for many years. His family was with him. I heard Mr. Eustis was with him as secretary. I saw Mr. Eustis with Mr. Slidell. Mr. Eustis' first name is George. He used to reside in this city.

(Signed) NUMA LACOSTE.

Sworn to & subscribed this 25th April, 1864.

(Signed) E. WARREN, *U. S. Comm'r.*

Order substituting A. F. Deblieux, esq., as counsel of record for the Citizens' Bank in lieu of L. Castera, esq.

148 UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

On motion of H. F. Deblieux, attorney and counseller at law, ordered that his name be entered on the docket of this court as counsel of record of the Citizens' Bank of Louisiana, intervenors in the within-named case, in lieu of L. Castera, esq., withdrawing as such.—*Extract from the minutes of 6th January*, 1865.

Testimony of Joachim Kohn & F. B. Charpreaux.—Filed 14th January, 1865.

UNITED STATES
vs.
PROPERTY OF JOHN SLIDELL. } No. 7686.

Testimony taken in presence of district attorney and H. F. Deblieux, esq., N. O., Jan'y 14th, 1865.

JOACHIN KOHN, being duly sworn for libellant, says:

149 I have known Mr. John Slidell for a long period of time. I saw him last June for the last time in Paris. Slidell was reported to represent the confederate government in France. I had conversations with him occasionally. I should judge that he was a secessionist. I think he has been in Paris about two years.

Cross-examined:

Mr. Slidell has a residence in Paris, I know. He had a daughter married quite recently, to my personal knowledge.

(Signed) JOACHIM KOHN.

Sworn to & subscribed before me this 14th Jan'y, 1865.

(Signed) CHA'S CLAIBORNE,
U. S. Comm'r.

F. B. CHARPAUX, being duly sworn for libellant, says:

I know Mr. Slidell by name. I have seen him in New Orleans. Never saw him in Paris. I know that he is representing the Confederates States in Paris. I don't know exactly how long he has been there.

Cross-examined:

150 I have heard it in New Orleans and Paris, by common report, that he represented the Confederate States.

(Signed) F. CHARPAUX.

Sworn to & subscribed before me this 14th January, 1865.

(Signed) CHA'S CLAIBORNE,
U. S. Comm'r.

Testimony of Oscar Bercier.—Filed March 10th, 1865.

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
THE PROPERTY OF JOHN SLIDELL. } No. 7686.

Testimony taken before me, Cha's Claiborne, United States commissioner, this 10th March, 1865, in presence of the district attorney.

OSCAR BERCIER, being duly sworn for libellant, deposes and says:

I am a resident of New Orleans. I saw John Slidell in this city before the rebellion broke out. He was then a Senator of the United
151 States. I have seen him once since the rebellion broke out. That was in Paris, France. He was said to be an agent for the rebel government—a government in armed rebellion against the Government of the United States. That was in the month of July, in the year 1864.

(Signed) OSCAR BERCIER.

Sworn to & subscribed before me this 10th March, 1865.
(Signed) CHA'S CLAIBORNE,
U. S. Comm'r.

Minute of evidence on trial of cause.—Filed March 18th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

The United States attorney offered in evidence the admiralty warrant, monition, and marshal's return. The testimony of W. H. Henderson, filed April 16th, 1864; testimony of Numa Lacoste, filed April 25th,
152 1864, both taken before E. Warren, United States commissioner, and the testimony of Joachim Kohn & F. B. Charpeaux, filed 14th January, 1865, taken before C. Claiborne, U. S. commissioner.

Decree of condemnation rendered March 18th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

The monition, issued in this case, having been heretofore returned, the usual proclamation having been made, the default of all persons duly entered, and the law and the evidence considered—

It is, thereupon, on motion of the district attorney, ordered, sentenced, and decreed by the court now here, and his honor, the district judge, by virtue of the power and authority in him vested, doth hereby order, sentence, and decree that the 844 lots and 10 squares of ground,
153 with all the buildings and improvements thereon, property of John Slidell, and fully described in the libel of information on file, be, and the same are hereby, condemned as forfeited to the United States.

It is further ordered that the clerk of this court issue a writ of venditioni exponas to the marshal of the district, returnable on the 1st of June next, and that upon the return thereof the proceeds be distributed according to law; the legal rights of the intervenors being reserved in the premises.

Judgment signed 24th March, 1865.
(Signed) E. H. DURELL, *Judge.*

Order fixing cause on interventions, March 20th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

On motion of the district attorney, ordered that this cause be
154 fixed for hearing upon the interventions on Friday, 24th instant, at 11 a. m., and that the intervenors be notified thereof.

Notice.

United States district court, eastern district of Louisiana.

THE UNITED STATES
vs.
THE PROPERTY OF JOHN SLIDELL. } No. 7686.

To L. CASTERA & H. F. DEBLIEUX, Esq's:

You are hereby notified that the above cause has been assigned for trial on Friday, the 24th day of March, 1865, at 11 a. m., on the interventions.

By order of court.

New Orleans, March 28th, 1865.

(Signed) W. S. BENEDICT,
D'y Clerk.

Marshal's return.

Received March 21st, 1865, and on the same day, month, & year. served a copy of the within notice on the attorneys named within, each personally.

(Signed) M. EGAN,
D'y U. S. Marshal.

155 *Note of evidence filed March 24th, 1865.*

F. A. Marcuard offered in evidence doct's 1 & 2.

Document 1 offered by Marcuard.

Par acte sous seing privé daté à Paris le 4 juin, 1862, dûment légalisé par Mr. le Comte Mejan, consul de France à la ville de la Nouvelle Orleans, le 14 juillet, 1862, John Slidell a hypothéqué en faveure de Frederic Adolphe Marcuard, les propriétés situées dans la ville de la Nouvelle Orleans.

1°. Un magasin situé rue de la Douane, entre les rues de la Levée et Chartres, et ayant 29 pieds, mesure française.

2°. Une maison rue Royale, entre Conti et Bienville, ayant à peu pres 25 pieds, mesure locale, de face à la rue Royale, sur 80 pieds de profondeur.

156 3°. Deux magasins rue de la Levée, entre la rue de la Douane et Bienville, ayant chacun 24 pieds 5 pouces de face et courant à la rue Clinton.

4°. Deux terrains 50 & 52 rue du Camp, entre Gravier et Natchez, ayant chacun 21 pieds de face sur 71 pieds de profondeur.

5°. Deux magasins rue de la Commune, entre St. Charles and Camp, ayant chacun 22 pieds 6 pouces de face sur 111 de profondeur.

6°. Deux magasins 34 & 36 rue St. Charles, entre Gravier & Commune, ayant chacun 21 pieds de face sur la rue St. Charles et 60 pieds de profondeur.

7°. Quatre magasins à la l'encoignure de la rue du Marché, et de la Nouvelle Levée, ayant ensemble 48 pieds sur la Nouvelle Levée, sur 110 de profondeur sur la rue du Marché.

8°. Deux terrains vides sur la rue de la Nouvelle Levée, entre Louise & Delord, ayant ensemble 50 pieds de face sur 87 de profondeur.

157 9°. Deux terrains vides, ayant chacun 27 pieds de face sur la rue Barronne, entre Poydras & Hevia, sur 107 de profondeur; plus deux terrains vides sur la rue Hevia, entre Barronne & Philippa, ayant chacun 27 pieds de face sur 108 pieds de profondeur.

10°. Une maison sur la rue Foucher, ayant 21 pieds de face sur 106 de profondeur.

11°. Une maison rue Poydras, entre Philippa et Cirque, ayant 40 pieds de face sur 80 de profondeur.

12°. Une propriété faisant l'encoignure des rues Jersey & Josephine, ayant 180 pieds sur la rue Josephine, et 120 pieds sur la rue Jersey, mesure française.

13°. L'ilet 740, borné par les rues Cortes, Scott, Gravier, et Nouveau Canal.

Un square 581, borné par les rues Canal, Gasquet, Dorgenois, & Broad.

Un square 608, borné par les rues Canal, Gasquet, Dupré, et White.

158 Un square 631, borné par les rues Canal, Gasquet, Dupré, & Gayoso.

Un square 632, borné par les rues Canal, Gasquet, Gayoso, & Salcedo.

Un square 114, borné par les rues Canal, Salcedo, Douane, & Gayoso.

Un square 115, borné par les rues Conti, Lopez, Canal, Carondelet, et Salcedo.

14°. Une terre de 92 acres, divisée en squares et terrains portant les Nos. 69, 70, 71, 74, 75, 76, 77, & 79, à 115 inclusivement, le tout formant 46 squares et 738 terrains, compris entre le chemin Coquille, les rues Dorgenois, les lignes de Lafayette et de Carollton.

Rien dit du certificat.

Pour sureté du paiement d'une somme de deux cent cinquante mille francs que le dit Slidell s'oblige a rembourser a Mr. Marcuard dans le delai d'un an à compter du 4 juin, 1862, avec interêt à 5 % l'an payable par semestre les 1er janvier et juilliet de chaque année, et payable en principal et interêts à Paris, frais, charges, &c., et en cas de
159 poursuites judiciaires à la Louisiane, les interêts seront à 8 % l'an à compter du dit 4 juin, 1862, jusqu'à parfait paiement.

Nouvelle Orleans, le 14 juillet 1862.

I, the undersigned, recorder of mortgages for the parish of Orleans, city of New Orleans, State of Louisiana, certify that the above act of mortgage has been recorded in my office.

1st. On the 14th July, 1862, in B. 78, fo. 358.
2d. On the 29th July, 1862, in B. 78, fo. 380.
3d. On the 9th August, 1862, in B. 78, fo. 387.

New Orleans, March 22d, 1865.

(Signed) J. W. MADDEN,
Recorder.

Document 2, *offered by Marcuard, March* 24*th*, 1865.

This document is the act under private signature between Slidell & Marcuard, deposited in the office of M. Hahn, notary public, and
160 is already copied at page 91 of this transcript, and styled Document A.

Testimony offered on trial of interventions, 24th March, 1865.

JAMES GRAHAM, sworn for United States, says: I have seen the original act under private signature. It was ratified in the French consul's office. By ratification, I mean, it was legalized there.

I have seen the inscription in the books of the mortagage office.

The inscription was not signed by the recorder.

Mr. Darcantel was acting recorder at the time.

I had official business with Mr. Darcantel most every day, & I knew him to be recorder as well as I know anything.

Cross-examined:

The act was written out and inscribed in the mortgage office in the usual way.

161 J. A. Q. FELLOWS, esq., sworn, says: Sometime in July, 1862, I accompanied Judge Whitaker, who had been appointed to take charge of the mortgage office, to Mr. Alfred Shaw, who was made d'y recorder.

Mr. Shaw intimated to us that we should examine and see what mortgages had recently been recorded.

We found among the inscriptions one which I would take to be the original of the copy I now hold in my hands. This inscription was not signed.

This inscription was the last one in the book. The document itself was not found anywhere.

All the other inscriptions were signed and dated by the recorder of mortgages, except this one, and we were at a loss to discover when the inscription had been made.

Mr. Shaw, who subsequently was appointed recorder of mort-
162 gages by Major-General Butler, left this inscription unsigned because no one could know when it was inscribed.

I was requested by Mr. Shaw to notice particularly this last act, so that if any question would come up hereafter, I could know where he commenced. The inscription in the book is entered in full extenso.

Hearing & continuance.—March 24th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

This cause came up on the interventions, dist. att'y for libellants; H. F. Deblieux, L. Castera, and R. K. Howell, when, after hearing the pleadings and evidence, the cause is continued till to-morrow, 25 inst., at 11 a. m., and the court directed the clerk to issue a sub-
163 pœna duces tecum, to John W. Madden, recorder of mortgages for this city, commanding him to produce in court at the aforesaid day and hour, the book containing the inscription of the act, under private signature, between John Slidell and F. A. Marcurrd, at pages 358, 380, 387, and the inscription of the act of deposit of the same before M. Hahn, notary, on the 4th August, 1862; and another subpœna duces tecum, to M. Hahn, esq., requiring him to bring into court, at the same day and hour, the record of his office, containing the act of deposit by E. Rousseau, on 4th August, 1862, and the act, under private signature, between said above-named parties, executed in the city of Paris, on 4th June, 1862, and deposited with him as aforesaid.

Marshal's return.

Received, New Orleans, March 24th, 1865, and, in obedience to the within order, served copy on J. W. Madden and M. Hahn, esq'rs, personally.

Returned March 25th, 1865.

164 (Signed) J. J. PRIES,
D'y U. S. Marshal.

Minute of evidence and testimony taken in open court, March 25th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

F. A. Marcuard, intervenor, offered in evidence book 78 M, from the mortgage-office, now produced in court by the recorder under the order of court. Said book is marked "Ne varietur," "New Orleans, Feb'y 14th, 1862, H. J. Ogden, judge," at the first and las' pages.

Special reference is made to pages 358, 380 & 387. Copies of the entries at pages 380 & 387 to be furnished.

JOHN W. MADDEN, sworn and examined by intervenor Marcuard, says I am now recorder of mortgages for the city and parish of Orleans.

165 Being shown document marked 1, says it correspond' exactly with the entry on my book.

The entry was made in the books of the recorder of mortgages by Mr. Manouvrier, the recording clerk under Mr. La Sere, recorder. Manouvrier is now dead.

Examined by dist. att'y:

I don't think that Mr. La Sère was in town at the time, and I think he was within the lines of the enemy then.

Re-examined:

Mr. Darcantel acted as deputy recorder of mortgages under La Sère. Whilst Darcantel was there, the office was open for business. Manouvrier, who made the entry, was a regularly employed clerk in the office.

Cross-examined by dist. att'y:

The reasons, I think, why the entry was not signed, is, that Mr. Darcantel had not complied with General Order, No. 41, requiring all public officers to take the oath of allegiance to the United States.

166 Re-examined:

Mr. Hugh Madden is Mr. Hahn's successor in office, and had the custody of all his records and archives which have lately been totally destroyed by fire.

Cross-ex. by dist. att'y:

Military law prevailed here at the time. I don't recollect that there was an order prohibiting the registry of certain mortgages.

ALFRED SHAW, sworn for Marcuard, says:

I was deputy recorder on the 9th July, 1862. On 9th August follow-

ing, I was recorder of mortgages. I was acting as deputy recorder on 9th July, 1862, altho' I did not know who my principal was. Mr. Whitaker had been appointed to take charge of the mortgage-office, but did not act.

I signed the entries at pages 380 & 387 as therein stated. Hugh Madden is Mr. Hahn's successor in office. By public report I know that Mr. Hahn's records have been destroyed by fire.

167 I know that there was such an act as that of Mr. Marcuard deposited in Mr. Hahn's office. Recollect having seen Mr. Castera frequently at Mr. Hahn's office in August, 1862.

Intervenor Marcuard offered the affidavit of Hugh Madden, now filed; also copy of General Order 73.

EUGENE ROUSSEAU, sworn for Marcuard, says:

I received the act, under private signature, between Slidell and Marcuard, on the 14th July, 1862. I am personally acquainted with Marcuard and Slidell.

Document No. 1 is a copy of the act, under private signature, of 4th June, 1862, which I received from France on the 14th July, 1862, and on the same day I had it recorded in the mortgage office of this city.

I am acquainted with the signatures of Slidell and Marcuard. The signatures to the document I received on 14th July, 1862, were

168 genuine. The copy to Mr. Hahn was sent to him by my direction.

I had two copies of the act, under private signatures; received them the same day, I think.

I had the document recorded again in the mortgage office on the 29th July, 1862, because I was apprehensive that the first recording might be disputed, and as soon as General Butler appointed a recorder of mortgages, I had it inscribed again.

I take a trip to France occasionally, and am acquainted with Marcuard the intervenor. I believe Marcuard to be a man of large fortune, that permits him to loan $60,000. I consider the loan from Marcuard to Slidell a real one.

Affidavit of Hugh Madden.—Filed March 25th, 1865.

I do solemnly swear that I am the duly commissioned successor in office of Michael Hahn, late a notary public in this city, and was

169 the legal custodian of his records.

That my office, No. 50 Camp street, New Orleans, in which I had said records, was, on the 19th day of January last, destroyed by fire, and said records were totally lost and burnt.

(Signed) HUGH MADDEN,
Not. Public.

Sworn to and subscribed before me this 25th March, 1865.
(Signed) K. LOEW, *D'y Clerk.*

General Order, No. 73.

HEADQUARTERS DEPART. OF THE GULF,
New Orleans, Sept. 18th, 1862.

1st. All transfer of property or rights of property, real, mixed, personal, or incorporeal, except necessary food, medecine and clothing, either by

way of sale, gift, pledge, payment, lease, or loan, by an inhabitant of this department who has not returned to his or her allegiance to the
170 United States, (having once been a citizen thereof,) are forbidden and void, and the person transferring and the person receiving shall be punish' by fine or imprisonment or both.

IIo. All registers of the transfer of certificates of stock or shares in any incorporated or joint stock company or association in which any inhabitant of this department who has not returned to his or her allegiance to the United Stares, having once been a citizen thereof, has any interest, are forbidden, and the clerk or other officer, making or recording the transfer, will be held equally guilty with the transferror.

By command of Major-Gen'l Butler.

G. C. STRONG,
A. A. General.

Hearing & continuance, March 25th, 1865.

UNITED STATES
vs.
171 844 LOTS & 10 SQUARES OF GROUND, property of John Slidell. } No. 7686.

This cause came up on the interventions, dist. att'y for libellants, H. F. Deblieux & L. Castera, and Miles Taylor, for intervenors, when, after hearing further evidence, the same is continued indefinitely.

Copy of act, under private signature, as recorded in the mortgage office, in B. 78, fo. 380.

JULY 29TH, 1862.

B. 78, fo. 380.—Par acte sous seing, daté à Paris le 4 juin, 1862, dûment legalisé par le Comte de Mejan, consul de France en la ville de la Nouvelle-Orléans le 14 juillet, 1862, John Slidell a hypothequé en faveur de Frederic Adolphe Marcuard, les propriétés situeés dans la ville de la Nouvelle-Orléans:

1°. Un magasin situé rue de la Douane, entre les rues de la Levée et Chartres, ayant 29 pieds, mesure française.

172 2°. Une maison rue entre Conti et Bienville, ayant environs 35 pieds, mesure locale, de face à la rue Royale, sur 80 pieds de profondeur.

3°. Deux magasins rue de la Levée, entre Douane et Bienville, ayant chacun 24 pieds 5 pouces de face et courant à la rue Clinton.

4°. Deux terrains 50 & 52 rue du Camp, entre Gravier et Natchez, ayant chacun 21 pieds de face sur 71 de profondeur.

5°. Deux magasins rue de la Commune, entre St. Charles et Camp, ayant chacun 22 pieds de face sur 111 de profondeur.

6°. Deux magasins 34 & 36 rue St. Charles, entre Gravier et Commune, ayant chacun 21 pieds de face à la rue St. Charles sur 60 de profondeur.

7°. Quatre magasins à l'encoignure des rues du Marché et de la Nouvelle Levée, ayant ensemble 48 pieds sur la Nouvelle Levée sur 110 de profondeur sur la rue du Marché.

173 8°. Deux terrains vides, sur la rue Nouvelle Levée, entre Louise et Delord, ayant ensemble 50 pieds de face sur 87 de profondeur.

9°. Deux terrains vides, ayant chacun 27 pieds de face à la rue Baronne, entre Poydras & Hevia, sur 107 de profondeur; plus deux terrains

vides situés sur la rue Hevia, entre Baronne et Philippa, ayant chacun 27 pieds de face sur 108 de profondeur.

10°. Une maison sur la rue Foucher, ayant 21 pieds de face sur 106 de profondeur.

11°. Une maison rue Poydras, entre Philippa & Cirque, ayant 40 pieds de face sur 80 pieds de profondeur.

12°. Une propriété faisant l'encoignure des rues Jersey & Josephine, ayant 180 pieds de face à la rue Josephine et 120 pieds sur la rue Jersey, mesure française.

13° L'ilet No. 740, borné par les rues Cortes, Scott, Gravier, et Nouveau Canal.

174 Un square 581, borné par les rue' Canal, Gasquet, Dorgenois, & Broad.

Un square 608, borné par les rues Canal, Gasquet, Dupré, & White.

Un square 631, borné par les rues Canal, Gasquet, Dupré, & Gayoso.

Un square 632, borné par les rues Canal, Gasquet, Gayoso, & Salcedo.

Un square 114, borné par les rues Canal, Salcedo, Douane, & Gayoso.

Un square 115, borné par les rues Douane, Salcedo, Bienville, et Gayoso.

Un square 118, borné par les rues Conti, Lopez, Canal, Carondelet, & Salcedo.

14°. Une terre de 92 acres, divisée en terrains, portant les Nos. 67, 70, 71, 74, 75, 76, 77, & 79, à 115, inclusivement, le tout formant 46 squares et 738 terrains, compris entre le chemin Coquille, la rue Dorgenois, les lignes de Lafayette et de Carollton.

Rien dit du certificat.

Pour sureté du paiement d' une somme de 250,000 francs que le
175 dit Slidell s'obligé à rembourser à Mr. Marcuard dans le délai d'un an á compter du 4 juin, 1862, avec interêts à 5 % l'an payables par semestre le 1er janvier et juillet de chaque année, et payable en principal et interêts á Paris, frais, charges, etc., et en cas de poursuites judiciaires à la Louisiane, les interêts seront de 8 % l'an á compter du dit 4 juin, 1862, jusqu' à parfait paiement.

N'elle-Orléans, le 29 juillet, 1862.

(Signed) ALFRED SHAW,
D'y Recorder.

I, the undersigned recorder of mortgages for the parish of Orleans, city of New Orleans, State of Louisiana, certify that the above is a true copy from record B 78, fo. 380, in my office.

New Orleans, March 27th, 1865.

(Signed) J. W. MADDEN,
Recorder.

Copy of act, under private signature, as recorded in the mortgage office on 9th August, 1862, in book 78, fo. 387.

176 By act, under private signature, passed at Paris, in France, on the 4th day of June, 1862, between John Slidell and Fred. Adolphe Marcuard, deposited in the office of Michael Hahn, notary in this city, per act dated 4th August, 1862, John Slidell has mortgaged in favor of Frederic Adolphe Marcuard, as per act under private signature, in the French language, the following property, to wit, which reads as follows, viz:

1°. Un magasin situé rue de la Douane, entre les rues Levée & Chartres, occupé pas Messrs. Gratial & Co., ayant 29 pieds, ancienne mesure française, et dont le loyer est de $1,500 par an.

2°. Une maison rue Royale, entre Conti & Bienville, occupé par Mr. Runkel, ayant à peu près 25 pieds, mesure locale, de façade sur la rue Royale, sur 80 pieds de profondeur; son loyer est de $1,500 par an.

177 3°. Deux magasins rue de la Levée, entre Douane et Bienville, ayant chacun 24 pieds 5 pouces de façade, et courant à la rue Clinton. Les dits magasins sont occupés par Plassan & Co., moyennant un loyer de $3,000 par an.

4°. Deux terrains 50 & 52 rue du Camp, entre Gravier et Natchez, ayant chacun 21 pieds de face sur 71 de profondeur, occupés par la Banque des Negociants, moyennant un loyer annuel de $2,800, et l'obligation par le locataire de supporter seul toute contribution.

5°. Deux magasins rue de la Commune, entre St. Charles & Camp, ayant chacun 22 pieds 6 pouces de face sur 111 de profondeur, louées à Messrs. Pino & Levêque, moyennant $4,000 par an.

6°. Deux magasins 34 & 36 rue St. Charles, entre Gravier & Commune, ayant 21 pieds de face sur la rue St. Charles sur 60 pieds de profondeur, loués à Mr. Moreau, moyennant un loyer annuel de $5,000.

178 7°. Quatre magasins à à l'éncoignure de la rue du Marché et de la Nouvelle Levée, ayant ensemble 48 pieds sur la Nouvelle Levée, sur 110 profondeur sur la rue du Marché, loués à plusieurs, moyennant $1,800 par an.

8°. Deux terrains vides sur la rue de la Nouvelle Levée, entre Louise et Delord, ayant ensemble 50 pieds de face sur 87 de profondeur, loués à Filken moyennant $1,500 par an.

9°. Deux terrains vides, ayant chacun 27 pieds de face sur la rue Baronne, entre Poydras & Hevia, sur 107 de profondeur; plus deux terrains vides sur la rue Hevia, entre Baronne & Philippa, ayant chacun 27 pieds de face sur 108 de profondeur, le tout loué à D. H. Fowler, moyennant $600 par an, et à la charge par le locataire de payer toutes les contributions.

10°. Une maison sur la rue Foucher, ayant 21 pieds de façade sur 110 pieds de profondeur, loué à Mr. Pryal, moyennant $420 par an.

179 11°. Une maison rue Poydras, entre Phil'ippa et Cirque, ayant 40 pieds de face sur 80 de profondeur, louée à Mr. McCréa, moyennant $600 par an.

12°. Une propriété faisant l'encoignure des rues Jersey & Josephine, ayant 180 pieds sur la rue Josephine, et 120 pieds sur la rue Jersey, mesure française. Il existe sur cette propriété plusieurs petites maisons en bois, le tout loués à Mr. Clarens, moyennant $900 par an.

13°. Un square 740, borné par les rues Cortes, Scott, Gravier, & Nouveau Canal.

Un square 581, borné par les rues Canal, Gasquet, Dorgenois, et Broad.

Un square borné par les rues Canal, Gasquet, Dupré, & White, No. 608.

Un square 631, borné par les rues Canal, Gasquet, Dupré, & Gayoso.

Un square 632, borné par les rues Canal, Gasquet, Gayoso, et Salcedo.

Un square 114, borné par les rues Canal, Salcedo, Douane & Gayoso.

180 Un square 115, borné par les rues Douane, Salcedo, Bienville, & Gayoso.

Un square 118, borné par les rues Conti, Lopez, Canal, Carondelet, & Salcedo.

Une terre de 92 acres, achetée, par acte devant A. Mazureau, notaire, le 28 août, 1843, divisée en squares et terrains portant les Nos. 69, 70,

71, 74, 75, 76, 77, & 79, à 115 inclusivement, le tout formant 46 squares et 738 terrains, compris entre le chemin Coquillé, les rues Dorgenois, et les lignes de Lafayette et de Carollton.

Nothing said about the certificate.

To secure the payment of 250,000 francs, which the said Slidell binds himself to re-imburse to the said Marcuard in one year from the 4th June, 1862, with interest at 5 % per annum, payable semi-yearly on the 1st January and 1st July of each year, and payable in principal and interest at Paris costs, charges, &c., and in case of judicial pro-
181 ceedings in Louisiana, the interest will be at 8 % per annum from the said 4th June, 1862, until final payment.

New Orleans, August 9th, 1862.
(Signed) ALFRED SHAW,
Recorder.

I, the undersigned, recorder of mortgages for the parish of Orleans, city of New Orleans, State of Louisiana, certify that the above is a true copy from record B, 78, fo' 387, in my office.

New Orleans, March 27th, 1865.
[SEAL.] (Signed) J. W. MADDEN,
Recorder.

Order : Cause fixed.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

On motion of H. F. Deblieux, esq., and with the consent of the dist. att'y,

Ordered, that the intervenors in this case be fixed for trial on Friday, 31st inst., at 11 a. m., and that the intervenors
182 be notified thereof.—*Extract from the minutes of 29th March*, 1865.

Supplemental petition of the Citizens' Bank.—Filed March 30th, 1865.

THE UNITED STATES
vs.
PROPERTY OF JOHN SLIDELL. } No. 7686.

In the district court of the United States, New Orleans.

To the honorable the judge of the district court of the United States for the eastern district of Louisiana :

The amended and supplementary petition of intervention and claim of the Citizens' Bank of Louisiana respectfully shows that the directors of this intervenor and claimant, said Citizens' Bank, are loyal citizens.

Further, that, since the filing of their claim on the mortgage for Citizens' Bank stock and stock loaned on the property described in the intervention, this intervenor & claimant has paid, under the stip-
183 ulations of the mortgage acts filed, the sum of $146 for premium

of insurance, which sum is also secured by said mortgage, as shown by 3 receipts annexed, marked K, L, M.

Wherefore intervenor and claimant pray that the said sum be allowed them in the judgment to be rendered in favor of said Citizens' Bank in the premises.

And as in duty, &c.

(Signed) H. F. DEBLIEUX,
Proctor, Interv'.

Order.

Let this be filed.
March 30th, 1865.
(Signed) E. H. DURELL, *Judge.*

Document K, referred to in supplemental petition.

Mr. John Slidell to New Orleans Mutual Insurance Co. of N. O.

For premium during Dec., 1864, under special fire policy No. 9102	$30 00
Less 15 % discount	4 50
	25 50

184 New Orleans, Dec. 22d, 1864.

Received payment of Citizens' Bank, less 15 %, $25.50.
(Signed) JAMES CHALARON, JR.

Document "M," referred to in supplemental petition.

Mr. John Slidell to New Orleans Mutual Insurance Co. of N. O.

For premium during Dec., 1863, under special fire policy No. 5641 ..... $30 00

Received payment with 25 c. revenue stamps on the policy from the Citizens' Bank of Louisiana.
(Signed) JAMES CHALARON, JR.

Document L, referred to in supplemental petition.

Mr. John Slidell to New Orleans Mutual Insurance Co. of N. O.

For premium during Dec., 1862, under special fire policy 5361.. $90
N. O., April 1st, 1863.

Rec'd paym't from Citizens' Bank of La.
N. O. M. Ins. Co.
(Signed) C. LAROQUE TURGEAN.

185 *Testimony taken in open court, March 31st, 1865.*

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

EUGENE ROUSSEAU, recalled for Marcuard, says:

I called upon Mr. T. A. Clarke, the agent of John Slidell, who, I supposed, had also received a letter from him.

Mr. Clarke delivered to me all the rent-notes, and all the property mortgaged by Slidell to Marcuard, and a list of the tenants who were in the habit of paying rent monthly or three-monthly and had given no notes.

These papers were subsequently surrendered by me.

I will add that I collected some 6 or $700 rent *during* the time I received the documents and the 11th of August, 1862.

I remitted the money so collected to Marcuard on 9th August, 1862.

186 On 11th August, 1862, there appeared in the papers an order of Major-Gen'l Butler. It was General Order, No. 51, I believe, confiscating John Slidell's property, and from that day I ceased collecting any rent.

On 20th January, 1863, I received an order from Captain McClure, *q.* M., to deliver up to him all the rent-notes in my possession, as well as a list of the monthly rents due, which I did, and for which I hold his receipt.

I believe Mr. Marcuard to be a Swiss, altho' he has resided in Paris for 45 or 50 years. He is an alien.

Cross-ex. by dist. att'y:

Marcuard is a banker in the city of Paris. He is the head of the firm of Marcuard, André & Co.

Don't know that he or his firm ever negociated any confederate bonds.

I do not know from my own personal knowledge that these
187 240,000 francs have actually been paid, as I was in New Orleans and not in Paris at the time of the transaction.

I do not know that Slidell mortgaged other property either to Marcuard or any one else.

Slidell was reputed as a man of great wealth. I have no idea of the amount of money he took with him to Paris; don't know that Marcuard was in the habit of loaning money upon foreign mortgages. I don't think it is usual for Parisian bankers to loan money on foreign property.

On claims of Citizens' Bank upon stock-note:

Intervenors offered in evidence stock-note A, act B, acts C & D, and bills premium F, G, H.

(These documents are already copied, and will be found at pages 46, 48, 57, 67.)

On claim of Citizens' Bank for 100,000 f'cs:

188 E. ROUSSEAU, sworn for the bank, says:

Document marked 1 bis, is copy of a letter written by me by order of the directors. I am the cashier of the bank.

Intervenors offered said doc't, 1 bis; also documents 2 & 3.

Also document No. 4, which witness recognizes as a true copy from the records of the bank, showing the proceedings had on 17th July, 1862, in relation to the transaction and the ratification of the same by Marcuard & Slidell, the signatures of the latter to the document being proven by the witness, who is familiar with the same.

Document 5 is a true statement of the amount paid by Marcuard.

The bank offered said document; also documents 6 & 7, which, Mr. Rousseau states, corroborates the payments by Marcuard, and that they are press-copies of the originals, and sent to the bank by Mess. Marcuard; they mentioned the payments made by Marcuard to Slidell under

189 the letter of credit from the bank. These documents were sent to us as duplicates of the originals. The originals may have been sent to the bank, but they cannot be found. The signatures of Marcuard to the same are genuine.

The bank offered the oaths of allegiance of E. Rousseau, marked 8 & 9. Said documents are likewise offered on behalf of Marcuard.

The bank now offered the original receipts and original letter marked 10, 11, 12, 13, & 14, the same having now been found.

Document 1 bis is copied at page 73, Doc't F.

Document 2 is copied at page 76, Doc't G.

DOCUMENT 3.

Power of attorney from John Slidell to T. A. Clarke and Tho's L. Bayne.

Know all men by these presents that I, the undersigned, of the
190 city and parish of New Orleans, do hereby appoint Thomas A. Clarke and Thomas L. Bayne my true and lawful attorney', for me, and in my name and behalf, to transact the following concerns in and with the Citizens' Bank of Louisiana, viz: To vote for me and in my name at all meetings of the stockholders of the said institution; to deposit money in the said institution, and draw checks in my name; to lodge promissory notes, bills of exchange, or other obligations, for collection, and to withdraw the same at discretion; to borrow money and contract obligations with the said institution in my name, whether on promissory notes or obligations drawn by me or by my said attorney in my name, or by other parties in my favor, or in favor of any person or persons, or on a pledge of the same, or of any other property, to secure the payment thereof without limits to the amount, and from time to time to sign for the renewal of any part reloaned by the said in-
191 stitution; to receive and acknowledge notices of protest of or waive the same on all or any bills of exchange, drafts, or promissory notes, and finally empowering the institution as aforesaid to receive said attorney's signature for me on all bills of exchange as drawer, endorser, or acceptor, and on all promissory notes or other obligations as maker or endorser, hereby binding myself, my heirs and assigns, to all the acts of my said attorney touching the premises as fully as were I personally present, or were the signature my own proper handwriting.

In witness whereof I have hereunto set my hand and seal.

Done at New Orleans this 13th day of Nov., 1858.

(Signed) JOHN SLIDELL.

Witness:

(Signed) EUG. ROUSSEAU.
" JAMES D. DENEGRE.

DOCUMENT NO. 4.

Resolution adopted by the president and directors of the Citizens'
192 *Bank.—Ratified by Slidell & Marcuard.*

In conformity to a resolution adopted by the board of directors of the Citizens' Bank of Louisiana, at New Orleans, State of Louisiana, at their sitting of 17th July, 1862, which resolution, as shown by a duly-certified copy thereof, transmitted to the undersigned, is in the words and figures following, to wit:

"Extract from the minutes of the Citizens' Bank of her sitting of the 17th July, 1862.

"A mortgage having been executed by act of the 2d May last, by Tho's A. Clarke as attorney in fact of John Slidell, on 4 lots of ground, and stores situated on the square bounded by S't Charles, Common, Camp, and Gravier streets, to secure the payments made or to be made by Ad. Marcuard & Co. of Paris to said Slidell, under a letter of credit of this bank, for 100,000 francs, dated 3d September, 1861; and
193 Mr. Slidell having since borrowed of Fred. A. Marcuard, as per act, under private signature, dated at Paris on 4th June last, a sum of 250,000 francs, in security of which loan he granted by said act first mortgage (the aforesaid mortgage in favor of this bank being then unknown to him) on sundries properties situated in this city, valued therein at $297,500, among which are included the four stores above described. Mr. Tho's A. Clarke asked the bank, in order to secure to Mr. Marcuard the benefit of the first mortgage, as contracted by Mr. Slidell, to yield priority of mortgage in favor of said Marcuard on the four stores above described.

"The bank considering that the property mortgaged to Mr. Marcuard far exceeds in value the amount by him loaned, leaving yet a very ample security to the bank, the above application was granted on the express condition that, in case of foreclosure and sale by said Marcuard
194 of the property mortgaged to him under said act of 4th June last, he shall first exhaust his right of seizure and sale against the balance of the property mortgage' to him, and provided that this condition shall be approved by Messrs. Slidell & Marcuard."

A true copy.

We the undersigned, Frederick Adolphe Marcuard, of Paris, France, and John Slidell, of New Orleans, Louisiana, now residing in Paris, being parties to the act, under private signature, of 4th June last, referred to in said resolution, hereby accept, ratify, and confirm the priority of mortgage yielded or to be yielded to said Citizens' Bank of Louisiana, in favor of said Marcuard, as related in the above resolution, on the four lots of ground and stores therein described, belonging to said John Slidell, situated in the city of New Orleans, in the square bounded by St. Charles, Common, Camp, and Gravier streets; and in consideration of the priority of mortgage thus consented to by
195 said bank, we hereby, jointly and separately, contract and agree, as required by said resolution, that in case of foreclosure and sale by Mr. Marcuard of the property mortgaged to him under said act of 4th June last, as therein described and enumerated, he shall not foreclose on the four stores hereinabove described, until he shall have exhausted his right of seizure and sale on the balance of the property mortgaged.

In testimony whereof we have hereunto signed our names, in the city of Paris, France, this 27th day of November, 1862, in presence of the undersigned witnesses.

(Signed) JOHN SLIDELL.
" AD. MARCUARD.

Witness:
(Signed) ALFRED ANDRÉ.
" A. DE NEUFLIZE.

DOCUMENT No. 5.

Statement of amount due is copied at page 73, Doc't F.

DOCUMENT' 6 & 7.

Press-copies are found at pages 74, 75, Doc'ts H & J.

196 DOCUMENT 8.

Oath of E. Rousseau.

Clerk's office, United States circuit court, 6th circuit and eastern district of Louisiana.

NEW ORLEANS, *March 31st*, 1865.

This is to certify that Eug. Rousseau did, on the 24th March, 1865, take and subscribe the oath prescribed by the President's proclamation of December 8th, 1863, and that the same is registered in this office for permanent preservation, bearing the No. 222.

[SEAL.] (Signed) F. B. VINOT,
D'y Clerk.

[5-c'ts stamp.]

DOCUMENT No. 9.

Oath of Eug. Rousseau.

UNITED STATES OF AMERICA,
Department of the Gulf Provost Court:

NEW ORLEANS, *Sept. 23d*, 1862.

Eugene Rousseau has taken and subscribed the oath required by General Order No. 41 for a citizen of the United States.

Witness—

197 Lieu't-Col. J. B. KINSMAN,
Provost Judge.
E. P. ANDREWS, *Clerk.*

I certify the above to be a true copy of the original filed in suit 7686, and withdrawn by Mr. Rousseau.

March 31st, 1865.

(Signed) K. LOEW, *D'y Clerk.*

DOCUMENT 10.

(Original produced by bank.)

(Duplicatà.)

Reçu de Mess. Ad. Marcuard & Cie., la somme de soixante dix mille francs, dont ils debiteront le compte de la Banque des Citoyens de la Louisiane, à la Nouvelle Orleans.

Fait triple à Paris le 13 mai 1862, dont le present est le duplicatà.

(Signed) JOHN SLIDELL.

F'cs, 70,000.

DOCUMENT 11.

(Original receipt produced by the bank.)

198 (Duplicatà.)

Reçu de Messrs. Ad. Marcuard & Cie., la somme de dix mille francs, dont ils debiteront le compte de la Banque des Citoyens de la Louisiane, à la N'elle Orleans.

Fait triple à Paris le 21 mars 1862, dont le present est le duplicatà.

(Signed) JOHN SLIDELL.

F'cs, 10,000.

DOCUMENT 12.

(Original receipt produced by the bank.)

(Duplicatà.)

Reçu de Mess'rs Ad. Marcuard & Cie., la somme de dix mille francs, dont ils debiteront le compte de la Banque des Citoyens de la Louisiane, à la Nouvelle Orleans.

Fait triple à Paris, le 27 fevrier 1862, dont le present est le duplicatà.

(Signed) JOHN SLIDELL.

F'cs, 10,000.

199 DOCUMENT 13.

(Original receipt produced by the bank.)

(Duplicata.)

Reçu de Messrs. Ad Marcuard & Cie, la somme de dix mille francs, dont ils debiteront le compte de la Banque des Citoyens de la Louisiane, à la N'elle Orleans.

(Signed) JOHN SLIDELL.

Frc's 10,000.

DOCUMENT 14.

Original letter from Ad. Marcuard & Co. to the cashier of the Citizens' Bank.

Pr. steamer de St. Nazaire.

Monsieur EUGÈNE ROUSSEAU,
Caissier de la Banque des Citoyens, de la Louisiane.
(Aux soins de Mess. Cahuzac Fréres, à la Havane.)

PARIS, 13 *Mai*, 1862.

MONSIEUR: Nous avons l'avantage de vous confirmer votre
200 lettre du 30 avril, dont voici la copie, et sans aucune de vos lettres à repondre, nous venons vous remettre, inclus la quittance de notre paiement de ce jour à Mr. Slidell de 70,000 francs, dont nous

vous debitons, ce paiement forme la solde, du credit que vous lui avies ouvert dans notre maison.

Nous nous référons au bulletin de nos cours, et vous presentons, monsieur, nos salutations empressées.

(Signed) AD. MARCUARD & CIE.

Hearing & continuance.—March 31st, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

This cause came up again upon the interventions of F. A. Marcuard and the Citizens' Bank of La., dist. att'y for libellants, Miles Taylor, L. Castera, & Deblieux for intervenors, and, after hearing further
201 evidence and argument, the cause is continued till to-morrow, 1st proximo, at 11 a. m.

Hearing & submission.—1st April, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

This cause, continued from yesterday on the interventions, came up again, dist. att'y for libellants, Miles Taylor & Deblieux for intervenors, and, after hearing further argument, the court took time to advise.—*Extract from the minutes of 1st April, 1865.*

Judgment in favor of the Citizens' Bank upon stock-note.—Rendered April 26th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

202 The court having considered the law and the evidence, it is ordered, adjudged, and decreed that the claim of the Citizens' Bank of Louisiana for stock of said bank and stock-loans be recognized as set forth in their intervention on file, and that the said bank do recover judgment as follows, viz:

That of the property of John Slidell condemned and to be sold as heretofore decreed, the lot of ground with the buildings thereon, situate in the second district of this city, on Royal street, between Conti and Bienville streets, and designated by the Nos. 5, on a plan by J. Pilie, surveyor, of 4th April, 1834, annexed to an act passed before Branch W. Miller, late notary, on the 23d April, 1834, said lot measuring 22 feet front on Royal street by 95 feet 4 inches 4 lines in depth between parallel lines, together with 160 shares of the mortgage stock of said
203 bank, bearing on said lot, being the remnant of 171 shares reduced, be sold in block to pay and satisfy the claim aforesaid, on the following terms and conditions, to wit:

The purchaser to assume the position and all the obligations of a stock-

holder for the amount of said shares of stock, and to furnish, as part of the price of adjudication, his stock-note to the said bank for the sum of $3,762, payable on 1st June, 1865, renewable according to the charter of said bank; said note to be duly identified with the marshal's deed of sale, and to assume in said deed the mortgage granted by said Slidell to said bank in two acts of mortgage, one before Cha's Boudousquie, notary, on the 10th June, 1843, and the other before Ad. Boudousquie, notary, on the 17th May, 1855, and that he pay the balance of the price in cash.

And it is further ordered that said bank recover from the pro-
204 ceeds of the sale, with privilege and mortgage, the sum of $342, amount of two instalments of the stock-loan now over-due, with interest at 10% on the sum of $4,104 from 1st June, 1863, till payment of said sum of $342, and the further sum of $146, for premium of insurance paid, with interest at 8% thereon from 21st June, 1863, till paid, and the purchaser further to pay interest in advance at 6½ per cent. per annum, on the amount of the stock-note given as aforesaid, from the day of payment of said second instalment to 1st June, 1865.

It is further ordered that the judgment of 18th March last be so amended as to decree the sale of lot No. 5, to be made with the stock and on the conditions herein above expressed.

Judgment signed 1st May, 1865.

(Signed) E. H. DURELL, *Judge.*

Judgment dismissing the claim of the Citizens' Bank of Louisiana for 100,000 francs.

205 THE UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

On intervention of Citizens' Bank.

For the reasons orally assigned by the court, it is ordered, adjudged, and decreed that the claim of the Citizens' Bank of Louisiana, asking to be paid 100,000 f'cs, equivalent to $25,000, out of the proceeds of the libelled property, be dismissed with costs.

Judgment rendered July 7th, 1865.

Judgment signed July 12th, 1865.

(Signed) E. H. DURELL, *Judge.*

Judgment dismissing the claim of Marcuard.

THE UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

On intervention of F. A. Marcuard.

206 For reasons orally assigned by the court, it is ordered, adjudged, and decreed that the claim of Frederick Adolphe Marcuard, of Paris, demanding the payment of 252,573.39 francs from the proceeds of the libelled property, be dismissed with costs.

Judgment rendered July 7th, 1865.

Judgment signed July 12th, 1865.

(Signed) E. H. DURELL, *Judge.*

Writ of venditioni exponas, issued March 27th, 1865, and returned by the marshal July 19th, 1865.

United States district court, eastern district of Louisiana.

The President of the United States of America to the marshal of the eastern district of Louisiana, or either of his deputies, greeting:

Whereas at a district court of the United States, holden at New Orleans, for and within said district, on the 18th day of March, A.
207 D. 1865, 844 lots and 10 squares of ground, with all the buildings and improvements thereon, the property of John Slidell, fully described in the libel on file, were, after proclamation and due proceedings had, decreed forfeit, and ordered to be sold at public auction.

These are, therefore, to command you to sell to the highest bidder, at public auction, at Merchants' Exchange, Royal street, within said district, on the 23d day of Mai, 1865, at 12 o'clock m., the said 844 lots and 10 squares, &c., first giving thirty days' notice, at least, of the time and place of sale, by advertising the same in the True Delta, one of the newspapers printed at New Orleans, and by proclamation in the usual form on the day of sale, the money arising from the sale to be paid into the registry of the said court, to be dispose' of as the law in this case directs.

And make due return hereof with your doings herein.

208 Witness the honorable Edward H. Durell, at New Orleans, this 27th day of March, A. D. 1865, and 89' year of the Independence of the United States of America.

(Signed) W'M S. BENEDICT,
D'y Clerk.

Marshal's return.

UNITED STATES *vs.* 842 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell.	No. 7686.

Received March 27th, 1865. In obedience to the writ of venditioni exponas, to which this returned is annexed, the property was offered for sale, after having been advertised in the True Delta, one of the daily papers printed in the city of New Orleans, but there not having been bid two-thirds of the appraised value of all the property then offered, but only for a portion, I sold only a portion of the said property, for cash, and withdrew the balance, which balance I again offered for sale at the
209 same place and hour, after having again advertized the same for sale for ten days in the True Delta, a daily paper as aforesaid, all as per order of the judge of the honorable the district court of the United States for the eastern district of Louisiana, issued 29th February, 1865, at which second offering I exposed the balance of said property for sale, at one-half cash and *at* one-half at a credit of one year, in accordance with the above order. I then sold a portion only of said property on the terms set forth in the above-named order of court, viz, one-half cash and one-half at a credit of one year; and the balance of the property not receiving any bidders therefor, I again did advertise for sale in the True Delta for 10 days more, and, after several different offerings, on different days, each one having been duly advertised, and after complying with all the legal requirements, and also setting forth the terms of sale in each advertisement, as well as by the auctioneer at the

day and hour of each offering for sale, the property named above
210 was all sold except a peice of ground lying on the batture, &c., as appears from the certificate of Pilié & Depouilly, surveyors and architects, hereto annexed, and 2 lots restored, by order of court, to Myra Clark Gaines, two lots on the corner of Baronne and Lafayette streets, and also the property on the corner of Baronne & Lafayette streets, and also the property on the corner of Philippa (now Dryades) and Lafayette streets, and extending back on Lafayette street, comprising the property of Mr. Davern, deceased, and now restored to the widow of said Davern by order of court and consent of the United States district attorney. Also two lots fronting on Dryades street immediately in the rear and adjoining the aforementioned property of Mrs. Davern, and two lots fronting on Hevia street, between Philippa and Baronne streets, all of which lots and improvements last mentioned were not sold, it appearing to the United States marshal and to the United States district attorney that said property was not lawfully
211 seized of John Slidell's estate, but the balance of the property was all sold on the following terms and to the following-named persons, viz:

2 lots, 5 & 6.	To Fritz Huppenbauer, in square bounded by St. Charles, Common, Camp, and Gravier, and fronting in Common street, cash		$13,500
2 lots, 3 & 4.	To Thos. Hale, in square bounded by Common, Gravier, St. Charles, & Camp, fronting St. Charles, cash		16,900
2 lots, 20 & 21.	To T. B. Blanchard, in square bounded by Custom-house, Bienville, Old Levee, and Clinton, fronting Old Levee & Clinton, cash		10,600
		Notes.	Cash.
One lot.	J. Brugére, Custom-house, N. E. between Chartres & Levee	2,525	2,525
1 lot, No. 5.	Citizens' Bank, fronting 22 feet on Royal street		5,000
2 lots, 5 & 7.	J. L. Davis, fronting on Josephine street	1,337 50	1,337 5
1 " No. 7.	J. Dempke, do. do.	475	475
2 Nos, 8 & 9.	W. R. Fish, fronting on Camp street	8,000	8,000
212 Portion 69.	Mr. Houghton. Rocheblave, Venus, and Dorgenois & Turnpike-road	362 50	362 50
Portion 70.	do. Rocheb'ave, Venus, Dorgenois & Venus		
Sq. 76.	do. Dorgenois, Calliope, Broad, & Euphrosine		
" 84.	do. Sixth, Calliope, 5th, & Euphrosine		
Portion 71.	W. M. Witmore, Rocheblave, Calliope, Dorgenois & Euphrosine		35
Portion	do. Lot No. 6, and part lot No. 5 in portion 74, fronting on Clio		45
Portion 83.	do. Calliope, 6th, 5th, & line of Lafayette		30
Do. 94.	do. 4th, Aglaé, Van Buren, & Turnpike-road		67
Sq. 107.	do. St. John avenue, Aglaé, Violet, & Venus		55
Portion 95.	do. Van Buren, Aglaé, 3d & Turnpike		67
Do. 111.	do. Triangular, by Venus, Violet, and other property		
Do. 114.	do. Mulberry, Aglaé, Turnpike & property of Walden		107
Lot' No'. 11 to 33, & the rear part of lots 3 to 10, inclusive, and No. 34 of sq. 75.	P. Connor, Dorgenois, Broad, Clio, & Calliope streets	65	

		Notes.	Cash.
213 Sq. 77.	Jno. Slack, Dorgenois, Euphrosine, Broad, & Venus	125	125
Do. 79.	E. Heath, Broad, Venus, 6th, & Turnpike	200	200
Do. 81.	W. Heath, Broad, Calliope, 6th, & Euphrosine	340	340
Do. 82.	do. Calliope, Broad, 6th, & line sub. Lafayette		
Portion 89.	J'ph Keller, 5th, Euphrosine, & 4th, streets, and on the other line partly by Calliope and partly line faubourg Lafayette	90	90
Sq. 80.	W. M. Witmore, Broad, Euphrosine, Venus, & Sixth		
" 85.	do. 6th, 5th, Euphrosine, & Venus		
" 86.	do. 6th, 5th, Venus, & Turnpike,		
" 87.	do. 5th, 4th, Venus, & Turnpike,		
" 88.	do. 5th, 4th, Venus, & Euphrosine		
" 92.	do. 4th, Euphrosine, Venus, & Van Buren		
" 93.	do. 4th, Van Buren, Venus, & Aglaé	2,005	2,005
" 14.	do. 24 lots Salcedo, Jackson, Gayoso, & Canal, except Triangle		

		Notes.	Cash.
214 Sq. 113.	do. Lemon, Aglaé, Mulberry, & Turnpike		
Portion 106.	do. St. John av., Venus, Violet, and other property		
Do. 102.	do. 3d, Aglaé, 2d, & Turnpike,		
Do. 98.	do. Van Buren, Euphrosine, 3d, & Venus		
Do. 91.	Th. Furnes, 4th, Euphrosine, Van Buren, & line faub. Lafayette	50	50
Sq. 96.	Geo. Shouts, 3, Venus, Aglaé, & Van Buren		
Lots 55 & 56.	do. 55 front on South Market, 56 on Delord	902	903
Port. 115.	do. Aglaé, Mulberry, & property of D. F. Walden		
Sq. 97.	S. M. Connell, Venus, Van Buren, 3d, & Aglaé		
" 16.	do. Salcedo, Custom-house, Bienville, & Gayoso		
Port. 100.	do. 3d, Euphrosine, Venus, & 2d	1,112 50	1,112 50
Sq. 108.	do. St. John av., Aglaé, Violet & Turnpike		
" 12.	do. Lopez, Conti, Salcedo, & Carondelet walk		
215 Lots 57 & 58.	E. Ichlengstall, 57 front on Delord, 58 South Market	887 50	887 50
Lot 60.	B. Lapiste, fronts 24 feet on Levee street	325	325
Batture lot.	J. Cooney, South Market, Delord, Levee, & Thoupitoulas	1,325	1,325
Lot No. 2.	J. Potter, front on Delord bet. New Levee and Thoupitoulas		400
4 lots, 25, 26, 29, 30.	J. M. Burthard, Phillipa, Hevia, Baronne, & Poydras	1,062 50	1.062 50
Sq. 10.	Hoyle & Chalwick, Cortez, Gravier st., John & Julia	175	175
" 15.	P. W. Hims, Salcedo, Custom-house, Gayoso, & Canal	1,000	1,000
" 29.	J. P. A. Mertz, Dupre, White, Jackson, & Canal	1,500	1,500

		Notes.	Cash.
13 lots in sq. 44.	J. M. Hoyle, Dorgenois, Jackson, Broad, & Canal	1,400	1,400
Sq. 21.	C. H. Rahder, Gayoso, Jackson, Dupre, & Canal	1,400	1,400
Portion 99.	Jno. Huth, 3d VanBuren, Euphrosine, & faubourg Lafayette		37
Sq. 101,	M. J. Blum, 3d, Venus, 2d, & Aglae		
Do 104.	do. Aglaé, 2d, Venus, & St. John avenue	155	155
Do 103.	H. Lawrence, Aglaé, 2d, St. John av., & Turnpike	70	70
Portion 105.	J. P. Barrett, 2d, Venus, St. John av., faub. Lafay., & other property	60	60
216 Sq. 100.	S. H. Brown, Violet, Venus, Lemon, & Aglaé.		80
Portion 112.	C. Madden, Aglaé, Lemon, Mulberry, prop'ty of Walden, dec.	32 50	32 50
Do. 109.	Ch's Fuchs, Violet, Venus, Lemon, & Turnpike		100
		$26,982	73,428

RECAPITULATION.

Cash	$73,428
Notes	$26,982
Total am't sales	$100,410

NEW ORLEANS, 19*th of May*, 1865.

This is to certify that the peice of ground seized from John Slidell, and described in the notice of sale as follows:

"A peice of ground lying on the batture in front of the suburb St. Mary, designated by the No. 9 on a plan of said lot and others, made by Jos. Pilie, city surveyor, dated 12th January, 1823, annexed to an act of deposit made by W. & J. Montgomery and others, before G. R. Stringer, notary, dated 7th February, 1826, having 40 feet on the south side of the continuation of Delord street, which extends from
217 Thoupitoulas to New Levee street, 42 feet 4 inches in the rear, where it is bounded by the dividing line of suburds St. Mary and Delord, measuring on the eastern side, where it is bounded by lot No. 8, 137 feet, and on the next side on which it is bounded by lot No. 10, 133 feet 10 inches, acquired from Sam'l Kohn by act before H. K. Gordon, notary, dated 23d January, 1828," does not belong to John Slidell, the same having been taken for the opening of Pearl street, about 30 years ago.

(Signed) PILIE & DEPOUILLY,
Civil Engineers & Architects.

UNITED STATES OF AMERICA,
Eastern District of Louisiana:

NEW ORLEANS, *July 17th*, 1865.

Pursuant to this precept I have cause' the property within named to be offered for sale by public auction and to the highest bidder at the Merchants' Exchange, on the day, hour, and place therein directed, having given 30 days' previous notice of the time, place, and manner of
218 the sale in the True Delta, one of the newspapers printed in the city of New Orleans, and by the crier on the day of sale, and at

such sale the purchasers were as appears from the annexed statement, and reference is made to the certificates of cancellation of the sum, also to the surveyor's certificate hereto annexed as part of this return.

Whereby the gross sales amount to one hundred thousand and four hundred and ten dollars, which I pay over to Charles Claiborne, esq., the clerk of the court aforesaid, to be disposed of as the court directs.

Attest:

(Signed) A. BAUDOUIN,
D'y Marshal.

Received from Cuthbert Bullit, United States marshal, one hundred thousand four hundred and ten dollars, being, as he saith, the proceeds of the aforegoing sale, the monies to be disposed of as the court directs, and for which I have signed duplicate receipts.

(Signed) CH'S CLAIBORNE, *Clerk.*

NEW ORLEANS, *July 17th*, 1865.

219 *Petition of appeal by F. A. Marcuard.—Filed July 20th*, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

To the honorable the district court of the United States, eastern district of Louisiana:

The petition of F. A. Marcuard, an alien, residing at Paris, in the empire of France, a mortgage creditor of the said John Slidell, and a claimant and petitioner, intervening in the above-entitled cause, for the purpose of enforcing his rights of mortgage against the property of the said John Slidell therein, respectfully represents that a final judgment or decree was rendered on the day of July, 1865, in the above-entitled case, rejecting his said claim to a mortgage on the property of the said John Slidell. That petitioner is aggrieved by the said
220 final judgment or decree, which he believes to be erroneous. That the matter in controversy exceeds fifty thousand dollars in value, and that he is informed and believes that he is entitled to have an appeal allowed him from the said final judgment or decree in the said cause to the next circuit court to be held in the said eastern district of Louisiana, on giving good and sufficient security in such sum as may be fixed by the court.

Wherefore your petitioner prays that he may be allowed an appeal from the said final judgment or decree to the next circuit court to be held in the said eastern district of Louisiana, in his giving good and sufficient security according to law, in the sum fixed by the court; that a transcript of the record and of all the proceedings in the cause, duly authenticated, may be sent up to the said circuit court, and that the libellants may be duly cited to appear before the appellate court.

Petitioner further prays for all and general relief.

(Signed) MILES TAYLOR,
For Petitioner.

221 *Order of appeal.—Granted July 20th, 1865.*

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

On motion of H. F. Deblieux, on behalf of Miles Taylor, esq., proctor for F. A. Marcuard, intervenor and claimant in this case, and on filing the petition of said Marcuard for an appeal from the judgment or decree of this court dismissing the claim of petitioner—

It is ordered by the court that an appeal be allowed as prayed for by said Marcuard in his petition, returnable at the next circuit court of the United States for the 6th circuit and eastern district of Louisiana, on his giving bond in the sum of $500, with good and solvent security, conditioned as the law directs.—*Extract from minutes of 20th July*, 1865.

222 *Petition of appeal by the Citizens' Bank of Louisiana.—Filed July 20th*, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

In the United States district court for the eastern district of Louisiana.

To the honorable E. H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

The petition of the Citizens' Bank of Louisiana, a corporation created by law, domiciliated in the city of New Orleans, respectfully sheweth: That your petitioner is intervenor and claimant in the above-entitled cause, for the purpose of claiming and enforcing rights of mortgage against property of said John Slidell, on a claim exceeding
223 twenty thousand dollars, and that the said mortgage-claim belonging to your petitioner has been rejected by this honorable court, by final judgment rendered on the day of July, instant, 1865.

That your petitioner is aggrieved by the said judgment or decree, and is informed and believes that the same is erroneous.

That he is informed and believes he is entitled to an appeal from said final judgment or decree to the next circuit court, to be held in the said eastern district of Louisiana, on giving good and sufficient security in such sum as this honorable court may order.

Wherefore your petitioner prays to be allowed an appeal from the said final judgment or decree to the next circuit court, to be held in the said eastern district of Louisiana, on your petitioner giving good and sufficient security according to law, in the sum fixed by the court.

That the transcript of the record, and all proceedings in the
224 cause, duly authenticated, may be sent up to the said circuit court, and that the libellants may be duly *duly* cited to appear before the appellate court.

And your petitioner prays for general relief, such as this case may admit of, &, as in duty bound, &c.

(Signed) H. F. DEBLIEUX,
For Petitioner.

Order of appeal.—Granted 20th July, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

On motion of H. F. Deblieux, of counsel for the Citizens' Bank of Louisiana, intervenor and claimant in this case, and on filing the petition of said bank for an appeal from the judgment or decree of this court dismissing the claim of petitioner—

It is ordered by the court that an appeal be allowed as prayed
225 for, returnable to the next circuit court of the United States for the 6th circuit and eastern district of Louisiana, upon said bank giving bond in the sum of $500, with good and solvent security, conditioned as the law directs.—*Extract from the minutes of 20th July*, 1865

Appeal bond of Marcuard.—Filed July 21st, 1865.

UNITED STATES OF AMERICA,
Eastern District of Louisiana:

District court of the United States. In admiralty.

Appeal bond.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

Know all men by these presents that we, F. A. Marcuard, by Miles Taylor, his attorney, as principal, and John G. Gaines, as surety,
226 are held and firmly bound unto the United States of America in the sum of five hundred dollars, to be paid to the said United States; for the payment of which, well and truly to be made in lawful money of the United States, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, jointly and severally, firmly by these presents, sealed with seals, and dated at New Orleans, the 21st July, 1865.

Whereas the above-named Marcuard has appealed to the next term of the circuit court of the United States for the 6th circuit and eastern district of Louisiana from final judgment of the district court of the United States for said district, rendered against him, said Marcuard, on the 7th day of July, 1865, in the above-entitled cause:

Now, therefore, the condition of this obligation is such that, if the above-named appellant shall prosecute his appeal to effect, and answer all damages & costs, and satisfy whatever judgment may be ren-
227 dered against him, if he fails to make his appeal good, then this obligation to be void; otherwise the same shall be and remain in full force and effect.

(Signed) MILES TAYLOR, [L. S.]
Proctor for F. A. Marcuard.
JNO. G. GAINES. [L. S.]

Signed, sealed, and delivered in presence of—
(Signed) W. S. BENEDICT,
Dy Clerk.

Appeal bond of the Citizens' Bank.—Filed July 21st, 1865.

UNITED STATES OF AMERICA,
Eastern District of Louisiana:

District court of the United States. In admiralty.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

Appeal bond.

Know all men by these presents that we, the Citizens' B'k of Louisiana, by J. G. Gaines, president, as principal, and John G. Gaines
228 as surety, are held and firmly bound unto the United States of America in the sum of five hundred dollars, to be paid to the said United States; for the payment of which, well and truly to be made, in lawful money of the United States, we bound ourselves and each of us, and each of our heirs, executors, administrators, jointly and severally, firmly by these presents, sealed with our seals and dated the 21st of July, 1865.

Whereas the above-named Citizens' Bank of Louisiana has appealed to the next term of the circuit court of the United States for the 6th circuit and eastern district of Louisiana, from a final judgment of the district court of the United States for said district, rendered on the 7th July, 1865, in the above-entitled cause:

Now, therefore, the condition of this obligation is such, that if the above-named appellant shall prosecute his appeal to effect and answer all damages and costs, and satisfy whatever judgment may be rendered against him, if he fails to make his appeal good, then this obli-
229 gation to be void; otherwise the same shall remain in full force and effect.

(Signed) JOHN G. GAINES,
Pres't C. B.

" JOHN G. GAINES.

Signed, sealed, and delivered in presence of—
(Signed) W. S. BENEDICT,
D'y Clerk.

Agreement as to transcript.—Filed August 12th, 1865.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

On appeal by the Citizens' Bank of Louisiana and F. A. Marcuard.

For the purpose of simplifying the record, it is hereby agreed that the clerk shall omit from the transcript of appeal all proceedings and documentary evidence not relating to or affecting the instructions of

the above-named appellants, and that one transcript shall suffice for both appellants.

(Signed) H. F. DEBLIEUX,
P. for Citizens' Bank.
" MILES TAYLOR,
For F. A. Marcuard.
" RUFUS WAPLES,
U. S. Attorney.

Citation of appeal.

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 7686.

The United States of America to the United States attorney, greeting:

You are hereby cited and admonished to be and appear before the circuit court of the United States for the 6th circuit and eastern district of Louisiana, at its next term, to be holden in the city of New Orleans, State of Louisiana, on 1st Monday of November next, to answer the appeal taken by F. A. Marcuard, intervenor in this cause,
231 and that you show cause then and there, if any there be, why the judgment rendered against the said F. A. Marcuard, dismissing his claim, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable E. H. Durell, judge, this 20th day of July, in the year of our Lord, 1865, and the 90th of the American Independence.

(Signed) E. H. DURELL, *Judge.*

Marshal's return.

Received, July 21st, 1865, and, on the 22d day of the same month and year, served a copy of this citation on Rufus Waples, esq., United States district attorney, personally.

New Orleans, July 22d, 1865.

(Signed) J. J. PRIES,
D'y U. S. Marshal.

Citation of appeal.

United States district court, eastern district of Louisiana.

232 UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, property of John Slidell. } No. 7686.

The United States of America to the United States attorney, greeting:

You are hereby cited and admonished to be and appear before the circuit court of the United States for the 6th circuit and eastern district of Louisiana, at its next term, to be holden in the city of New Orleans, State of Louisiana, on 1st Monday of November next, to

answer the appeal taken by the Citizens' Bank of Louisiana, intervenor in this cause, and that you show cause then and there, if any there be, why the judgment rendered against the said Citizens' Bank, intervenor, dismissing their claim, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable E. H. Durell, judge, this 20th day of July, in the year of our Lord 1865, and the 90th of American Independence.

(Signed) E. H. DURELL, *Judge.*

233 *Marshal's return.*

Received, July 21st, 1865, and, on the 22d day of same month and year, served a copy of the within citation of appeal on Rufus Waples, esq., United States district attorney, personally.

New Orleans, July 22d, 1865.

(Signed) J. J. PRIES,
D'y U. S. Marshal.

District court of the United States, eastern district of Louisiana.

I certify that the foregoing one hundred and eighty-nine pages do contain and form a complete and correct transcript of all the proceedings had, documents filed, and evidence adduced in the trial of this case of The United States vs. 844 Lots & 10 Squares of Ground, property of John Slidell, No. 7686 of the docket, with the exception of such parts thereof as do not relate or affect the interventions of the Citizens' Bank of Louisiana, and F. A. Marcuard, and which, under the agreement on file, have been omitted from the transcript.

234 In testimony whereof I hereto set my hand and the seal of court, at New Orleans, this 19th day of August, A. D. 1865, and the 90th year of the American Independence.

[SEAL.] (Signed) K. LOEW,
D'y Clerk.

PROCEEDINGS IN UNITED STATES CIRCUIT COURT.

Rule to dismiss appeals.—Extract from the minutes of May 7th, 1870.

UNITED STATES, APPELLEES,
vs.
844 LOTS & 10 SQUARES OF GROUND, THE property of John Slidell. } No. 3647.

A. B. Long, esq., attorney of the United States, appellees, this day moved to dismiss the appeal herein taken by the intervenors, The Citizens' Bank of Louisiana and F. A. Marcuard, on the ground that the judgments appealed from were rendered in a cause at common law and cannot be brought by an appeal to this court for review. Whereupon

235 it was ordered that said motion be assigned for trial for the 14th day of May, 1870, at 11 o'clock a. m., and that said appellants be notified thereof.

Hearing & submission of rules.—Extract from the minutes, April term, 1870.

NEW ORLEANS, *Saturday, May 14th*, 1870.

Court met pursuant to adjournment.

Present Hon. W. B. Woods, presiding judge.
" " E. H. Durell, district judge.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 3647.

The rule to dismiss the appeal came up, A. B. Long, U. S. attorney, for plaintiff in rule, Clarke, Bayne & Renshaw for defendant in rule, and, after hearing argument, the court took time to advise.

236 *Hearing & continuance of case.—Extract from the minutes of May 27th*, 1870.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 3647.

This cause came on to be heard on the transcript of the record from the district court of the United States for the district of Louisiana, A. B. Long, U. S. attorney, for plaintiff and appellees; T. A. Clarke and E. C. Billings for defendants and appellants; and, after hearing the opening argument of Tho's Allen Clarke, esq., the cause is continued till to-morrow at 10 a. m.

Hearing & continuance of case.—Extract from minutes of May 28th, 1870.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 3647.

237 This cause was resumed, and, after hearing the argument of C. M. Conrad & L. M. Day, the same is continued till Tuesday, 31st inst., at 11 a. m.

Hearing & submission of case.—Extract from minutes of May 31st, 1870.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 3647.

This cause was resumed, and, after hearing the argument of L. M. Day, J. B. Weller, U. S. attorney, Long, Rufus Waples, esqrs., for appellees, and that of Messrs. E. C. Billings, T. A. Clarke, and C. M. Conrad for appellants, the court took time to consider.

Decree from judgment-book.

Circuit court of the United States, fifth circuit and district of Louisiana. April term, 1872.

NEW ORLEANS, *Thursday, June 20th*, 1872.

Court met pursuant to adjournment.

Present, Hon. J. P. Bradley, associate justice Supreme Court.

238 An appeal taken by the Citizens' Bank and F. A. Marcuard and a writ of error sued out by them.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND, PROPERTY of John Slidell. } No. 3647.

For the reasons assigned and on file it is ordered that the decree rendered by the district court on the 7th July, 1865, be affirmed; and it is now ordered, adjudged, and decreed by this court, that the writ of error sued out be dismissed, and that on the appeal taken the intervention of the Citizens' Bank of Louisiana and of F. A. Marcuard be rejected with costs.

Decree rendered June 20th, 1872.

Decree signed June 20th, 1872.

JOSEPH P. BRADLEY,
Associate Justice Sup. C't U. S.

Petition of Citizens' Bank of Louisiana for an appeal.—Filed June 24th, 1872.

United States circuit court, fifth circuit, district of Louisiana.

UNITED STATES
vs.
844 LOTS & 10 SQUARES OF GROUND,
239 property of John Slidell.

To the honorable the judge thereof:

The Citizens' Bank of Louisiana, a corporation located in the city of New Orleans, intervenor, in the above-entitled cause, conceiving itself aggrieved by the final decree entered on the 20th day of June, 1872, in the above-entitled cause, does hereby appeal therefrom to the Supreme Court of the United States, and it prays that its appeal be allowed, and that a transcript of the record and proceedings in the said court be sent up to said Supreme Court on the first Monday of December next, and that the United States be duly cited to appear before the appellate court.

(Signed) ARMAND PITOT,
Attorney.

Order.

An appeal is allowed in this case, as prayed for, and according to law returnable to the Supreme Court of the United States on the first Monday of December next, the petitioner giving bond in the sum of five

hundred dollars, with good and solvent security, conditioned as
240 the law directs.

June 24th, 1872.

(Signed) W. B. WOODS, *Judge.*

Bond for appeal.—Filed June 24th, 1872.

Know all men by these presents that we, the Citizens' Bank of Louisiana, through its president as principal, and John G. Gaines as security, are held and firmly bound, jointly and severally, unto the United States of America in the sum of five hundred dollars, lawful money of the United States of America, to be paid to the said United States of America, their heirs, executors, administrators, and assigns; for which payment, well and truly to be made, we bind ourselves, and each of us by himself, and each of our heirs, executors, and administrators, firmly by these presents, sealed with our seals, and dated the 24th day of June, in the year of our Lord eighteen hundred and seventy-two.

Whereas the Citizens' Bank of Louisiana have this day presented
241 a petition to the honorable the circuit court of the United States for the 5th circuit, holding sessions in and for the district of Louisiana, praying for an appeal from a final decree rendered on the 20th day of June, 1872, in the suit entitled The United States vs. 844 Lots and 10 Squares of Ground, property of John Slidell, No. 3647 of the docket of said court:

Now the condition of the above obligation is, that we, the above-bounden, the Citizens' Bank of Louisiana, and John G. Gaines will well and truly pay to the said United States of America, the defendants in said appeal, all such damages as they may recover against us in case it should be decided that the said appeal was wrongfully obtained.

(Signed) JNO. G. GAINES, [L. S.]
President.
JNO. G. GAINES. [L. S.]

Signed, sealed, & delivered in presence of—
(Signed) A. PITOT, J'R.

Approved:
(Signed) W. B. WOODS, *Judge.*

242 *Petition of F. A. Marcuard for an appeal.—Filed June 24th*, 1872.

United States circuit court, 5th circuit, district of Louisiana.

UNITED STATES
vs.
844 LOTS AND 10 SQUARES OF GROUND, PROPERTY of John Slidell.

To the honorable the judges thereof:

F. A. Marcuard, of Paris, France, intervenor in the above-entitled cause, conceiving himself aggrieved by the final decree entered on the 20th day of June, 1872, in the above-entitled cause, does hereby appeal therefrom to the Supreme Court of the United States, and he prays that his appeal be allowed, and that a transcript of the record and proceedings in the said court be sent up to said Supreme Court on the first

Monday of December next, and that the United States be duly cited to appear before the appellate court.

(Signed) THO'S L. BAYNE,
Attorney.

243 *Order.*

An appeal is allowed in this case as prayed for and according to law, returnable to the Supreme Court of the United States on the first Monday of December next, the petitioner giving bond in the sum of five hundred dollars with good and solvent security, and conditioned as the law directs.

June 24th, 1872.

(Signed) W. B. WOODS, *Judge.*

Bond for appeal.—Filed June 24th, 1872.

Know all men by these presents that we, F. A. Marcuard, by his attorney, Thomas L. Bayne, as principal, and the said Thomas L. Bayne as surety, are held and firmly bound, jointly and severally, unto the United States of America in the sum of five hundred dollars, lawful money of the United States of America, to be paid to the said United States of America, their heirs, executors, administrators, and assigns; for
244 which payment, well and truly to be made, we bound ourselves, and each of us by himself, and each of ours heirs, executors, and administrators, firmly by these presents, sealed with our seals, and dated the 24th day of June, in the year of our Lord eighteen hundred and seventy-two.

Whereas F. A. Marcuard has this day presented a petition to the honorable the circuit court of the United States for the fifth circuit, holding sessions in and for the district of Louisiana, praying for an appeal from a final decree rendered on the 20th day of June, 1872, in the suit entitled The United States vs. 844 Lots and 10 Squares of Ground, property of John Slidell, No. 3647 of the docket of said court:

Now the condition of the above obligation is that we, the above-bounden F. Marcuard and Thomas L. Bayne, will well and truly pay to the United States of America, the defendants in said appeal, all such
245 damages as they may recover against us, in case it should be decided that the said appeal was wrongfully obtained.

(Signed) F. A. MARCUARD, [L. S.]
P'r T. L. BAYNE.
THO'S L. BAYNE. [L. S.]

Signed, sealed, & delivered in presence of—
(Signed) HENRY RENSHAW, J'R.

Approved:
(Signed) W. B. WOODS, *Judge.*

246 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of the circuit court of the United States for fifth circuit and district of Louisiana, do hereby certify that the fore-

going 245 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had, together with all the evidence adduced on the trial of the case of The United States vs. 844 Lots & 10 Squares of Ground, property of John Slidell, No. 3647 of the docket, so far as the same now remain of record or on file in said court.

Witness my hand and the seal of said court, at the city of New Orleans, this 20th day of September, A. D. 1872.

[SEAL.] F. A. WOOLFLEY, *Clerk.*

[5-cent int. rev. stamp, canceled.]

I, E. H. Durell, United States judge for the district of Louisiana, do hereby certify that Francis A. Woolfley, whose name is signed to the above certificate as clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, was, at the time of signing said certificate, and is now, the clerk of said court. That said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand at the city of New Orleans, in said district, this 20th day of September, A. D. 1872.

E. H. DURELL, *Judge.*

[Five c't int. rev. stamp, canceled.]

247 THE UNITED STATES OF AMERICA:

United States circuit court, district of Louisiana.

The President of the United States to the United States of America greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States to be holden at the city of Washington on, the first Monday of December next, pursuant to a petition & order of appeal filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein the Citizens' Bank of Louisiana are appellants and you are appellees, to show cause, if any there be, why the judgment rendered against the said appellants, as in said petition mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States, this 22d day of August, in the year of our Lord one thousand eight hundred and seventy-two.

W. B. WOODS, *Judge.*

248 (Indorsed:) To the United States. United States circuit court. No. 3647. The United States vs. 844 Lots & 10 Squares of Ground, property of John Slidell. Citation of appeal.

Marshal's return.

Received Aug. 22, '72, by the U. S. marshal, and on the 24 day of August, 1872, served a copy hereof on the United States of America, by handing the same to J. R. Beckwith, their attorney for the district of Louisiana, in person, in this city.

New Orleans, Aug't 26, '72.

S. B. PACKARD,
U. S. Marshal.
By CHA'S R. STEELE,
D'y U. S. Marshal.

On this 26th day of August, 1872, personally came and appeared before me, the subscriber, Charles R. Steele, a deputy marshal for the district of Louisiana, who being duly sworn, declared that on the 24th instant he served a copy of the within citation on the United States of America, by handing the same to J. R. Beckwith, their attorney for the district of Louisiana, as stated in his official return hereon.

F. B. VINOT,
U. S. Comm'r.

Sworn to and subscribed before me.

CHA'S R. STEELE.
D'y U. S. Marshal.

249 THE UNITED STATES OF AMERICA:

United States circuit court, district of Louisiana.

The President of the United States to the United States of America, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington, on the first Monday of December next, pursuant to a petition & order of appeal filed in the clerk's office of the circuit court of the United States for the fifth circuit and district of Louisiana, wherein F. A. Marcuard is appellant and you are appellees, to show cause, if any there be, why the judgment rendered against the said appellant, as in said petition mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Salmon P. Chase, Chief Justice of the Supreme Court of the United States, this 22d day of August, in the year of our Lord one thousand eight hundred and seventy-two.

W. B. WOODS, *Judge.*

250 (Indorsed:) To the United States. United States circuit court. No. 3647. The United States vs. 844 Lots & 10 Squares of Ground, property of John Slidell. Citation of appeal.

Marshal's return.

Received, Aug. 22, '72, by the U. S. marshal, and on the 24 day of August, 1872, served a copy hereof on the United States of America, by handing the same to J. R. Beckwith, their attorney for the district of Louisiana, in person, in this city.

New Orleans, Aug't 26, '72.

S. B. PACKARD,
U. S. Marshal,
By CHA'S R. STEELE,
D'y U. S. Marshal.

On this 26th day of August, 1872, personally came and appeared before me, the subscriber, Cha's R. Steele, a deputy marshal for the district of Louisiana, who, being duly sworn, declared that, on the 24th instant, he served a copy of the within citation on the United States of

America, by handing the same to J. R. Beckwith, their attorney for the district of Louisiana, as stated in his official return hereon.

CHA'S R. STEELE,
D'y U. S. Marshal.

Sworn to and subscribed before me.

F. B. VINOT,
U. S. Comm'r.

251 *Document "No. 1," offered by Marcuard in note of evidence.*

Messieurs A. MARCUARD & Co., *Paris.*

GENTLEMEN: The bearer of this letter of credit is the honorable John Slidell, to whom you are hereby authorized to pay one hundred thousand francs, in such amounts as will suit his convenience, to be charged to our account, and for which you will take, at the ruling rate of exchange at the time, either his draft on his agent in New Orleans, or his own receipt in case all communications should continue to be interrupted.

Please receive the assurance of most respectful consideration.

(Signed) EUG. ROUSSEAU, *Cashier.*

252 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of said court, do hereby certify that the foregoing is a true and perfect copy of the translation of a foreign document on file in said court in the case of Citizens' Bank vs. United States.

Witness my hand and the seal of said court, at the city of New Orleans, this 16th day of July, A. D. 1873.

[SEAL.] T. A. WOOLFLEY, *Clerk.*

253 *Document "E."—Letter dated September 3rd, 1861.*

Messieurs A. MARCUARD & Co., *Paris:*

GENTLEMEN: The bearer of this letter of credit is the honorable John Slidell, to whom you are hereby authorized to pay one hundred thousand frances, in such amounts as will suit his convenience, to be charged to our account, and for which you will take, at the ruling rate of exchange at the time, either his draft on his agent in New Orleans, or his own receipt in case all communications should continue to be interrupted.

Please receive the assurance of most respectful consideration.

(Signed) EUG. ROUSSEAU, *Cashier.*

UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of said court, do hereby certify
254 that the foregoing is a true and perfect copy of the translation

of a foreign document on file in said court in the case of the Citizens' Bank vs. United States.

Witness my hand and the seal of said court, at the city of New Orleans, this 16th day of July, A. D. 1873.

[SEAL.] F. A. WOOLFLEY, *Clerk.*

255 *Documents Nos.* 10, 11, 12, 13, 14, *produced by the bank.*

No. 10.

Received from Messrs. Ad. Marcuard & Co., the sum of seventy thousand francs, to be charged by them to the account of the Citizens' Bank of Louisiana, in New Orleans.

Made in triplicate, Paris, the thirteenth of May, 1862, the present one being a duplicate.

F's 70, 000.] (Signed) JOHN SLIDELL.

No. 11.

Received from Messrs. Ad. Marcuard & Co., the sum of ten thousand francs, which they will charge to the account of the Citizens' Bank of Louisiana, in New Orleans.

Made in triplicate, Paris, the 21st March, 1862, this being a duplicate.

F's 10,000.] (Signed) JOHN SLIDELL,

No. 12.

Received from Messrs. Ad. Marcuard & Co., the sum of ten thousand francs, which they will charge to the account of the Citizens' Bank of Louisiana, in New Orleans.

F's 10,000.]

256 Made in triplicate, Paris, the 27th February, 1862, this being a duplicate.

(Signed) JOHN SLIDELL.

No. 13.

Received from Messrs. Ad. Marcuard & Co., the sum of ten thousand francs, to be charged by them to the account of the Citizens' Bank of Louisiana, in New Orleans.

Made in triplicate, Paris, the 20th February, 1862, this being a duplicate.

F's 10,000.] (Signed) JOHN SLIDELL.

No. 14.

Mr. EUGENE ROUSSEAU, *Cashier of the Citizens' Bank of Louisiana.*
(Care of Messrs. Cahuzac Brothers, Havana.)

PARIS, *May 13th*, 1862.

SIR: We hereby confirm the contents of our letter of the 30th April, a copy whereof is herewith, and having no communication from you to answer we inclose the receipt of the payment this day made by

257 us to Mr. John Slidell, of seventy thousand francs charged to

your account. This payment makes up the amount of credit opened to him in our house.

We refer you to the catalogue of our present ruling rates, and give you the assurance of our respectful consideration.

(Signed) AD. MARCUARD & CO.

UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit & district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of said court, do hereby certify that the foregoing 3 pages contain a true and perfect copy of the translation of a foreign document on file in said court in the case of Citizens' Bank vs. United States.

Witness my hand and the seal of said court, at the city of New Orleans, this 16th day of July, A. D. 1873.

[SEAL.] F. A. WOOLFLEY,
Clerk.

258 *Mortgage recorded in book* 78, *fo'* 387.

1st. A store situated on Custom-house street, between Levee and Chartres streets, occupied by Messrs. Gratiat & Co., having 29 feet, old French measure, and the rent of which is $1,500 a year.

2nd. A dwelling-house on Royal street, between Conti and Bienville streets, occupied by Mr. Runkel, measuring about twenty-five feet (local measure) front on Royal street, by eighty feet in depth, rented for fifteen hundred dollars a year.

3rd. Two stores on Levee street, between Custom-house and Bienville streets, and having each 24 feet 5 inches front, and running back to Clinton street. The said stores are occupied by Plassans & Camp, who pay a rent of $3,000 a year.

4th. Two lots of ground 50 & 52 on Camp street, between Gravier & Natchez streets, having each 21 feet front by 71 feet in depth,
259 occupied by the Merchants' Bank, for and in consideration of an annual rent of $2,800, the lessees having assumed the payment of all taxes.

5th. Two stores on Common street, between St. Charles and Camp street', having each 22 feet 6 in. front by 111 feet in depth; rented to Messrs. Pino & Levegne for and consideration of $4,000.

6th. Two stores, 34 & 36, on St. Charles street, between Gravier and Common streets, having each 21 feet front on S't Charles street, by 60 feet in depth; rented to Mr. J. Moreau, for an annual rent of $5,000.

7th. Four stores at the corner of Market and New Levee streets, having, together, 48 feet on New Levee street, by 110 feet in depth, and front on Market street; rented to sundry tenants for an annual rent of $1,800.

8th. Two vacant lots on New Levee street, between Louisa and Delord streets, having together 50 feet front by 87 feet in depth; rented to Mr. Filkins for $1,500 a year.

260 9th. Two vacant lots of ground, having each 27 feet front on Baronne street, between Poydras and Hevia streets, by 107 feet in depth; also two lots of ground on Hevia street, between Baronne

and Philippa streets, having each 27 feet front by 108 feet in depth. The whole rented to Mr. Fowler for $600 a year, he having assumed the payment of all taxes.

10th. A dwelling-house on Foucher street, having 21 feet front by 110 feet in depth; rented to Mr. Pryal for an annual rent of $420.

11th. A house on Poydras street between Philippa & Circus streets, having 40 feet in front by 80 feet in depth; rented to Mr. J. McCrea, for an annual rent of $600.

12th. A portion of ground, forming the corner of Jersey and Josephine streets, having 180 feet front on Josephine street, and
261 120 feet on Jersey street, French measure. There are on said portion of ground, several small frame-houses, all of which are rented to Mr. Clarens for an annual rent of $900.

13th. A square of ground, 740, bounded by Cortes, Scott, and Gravier streets, and the new canal.

A square, 781, bounded by Canal, Gasquet, Dorgenois, and Broad streets.

A square, bounded by Canal, Gasquet, Dupré, and White streets, No. 608.

A square, No. 631, bounded by Canal, Gasquet, Dupré, and Gayoso streets.

A square, 632, bounded by Canal, Gasquet, Gayoso, and Salcedo streets.

A square, 114, bounded by Canal, Salcedo, Custom-house, and Gayoso streets.

A square, 115, bounded by Custom-house, Salcedo, Bienville, and Gayoso streets.

A square 118, bounded by Conti, Lopez, Salcedo streets, and Carondolet canal.

14th. A tract of 92 acres of land, acquired before A. Mayureau
262 notary public, on the 28th of August, 1843, divided into squares and lots, designated by the numbers 69, 70, 71, 74, 75, 76, 77, & 79, to 115, inclusive, the whole containing forty-six squares and 738 lots, comprised within the Shell road, Dorgenois streets, and the lines of Lafayette and Carrollton.

Nothing said about the certificate.

The mortgage was given to secure the payment of a sum of two hundred and fifty thousand francs, which Mr. Slidell binds himself to refund to Mr. Marcuard in one year from the 4th of June, 1862, with interest thereon, at the rate of five per cent. per annum, payable semi-annually the first of January and July in each year, and payable in principal and interest in the city of Paris, with costs and charges, &c.; and in case of judicial proceedings being had in Louisiana, the interest to be at the rate of eight per cent. per annum from the 4th June, 1862, until final payment.

263 New Orleans, July 29th, 1862.

(Signed) ALFRED SHAW,
Recorder.

UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit & district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of said court, do hereby certify that the foregoing 6 pages contain a true and perfect copy of the translation of a

foreign document on file in said court, in the case of Citizens' Bank vs. United States.

Witness my hand and the seal of said court, at the city of New Orleans, this 16th day of July, A. D. 1873.

[SEAL.] F. A. WOOLFLEY, *Clerk.*

264 · *Copy of act under private signature, as recorded in mortgage office in B. 78. fo. 380.—July 29th, 1862.*

The following agreement has been entered into between Mr. Freder'k Adolphe Marcuard, banker, residing at No. 18 Bergree street in Paris, of the first part, and Mr. John Slidell, a resident of the parish of St. John the Baptist, in the State of Louisiana, but at this moment in Paris, at No. 37, on the avenue of the Elysean Fields, of the second part.

Mr. Slidell hereby acknowledges that he is justly and truly indebted unto Mr. Marcuard in the sum of two hundred and fifty thousand francs, being the amount of a loan of money advanced to him by Mr. Marcuard in notes of the Bank of France, which Mr. Slidell accepts as equal to current coin, to be applied to and used by him in his affairs and business.

Mr. Slidell binds himself to refund to Mr. Marcuard the said sum of two hundred and fifty thousand francs, in one year from the date
265 hereof, and until the full payment of said sum to pay thereon five per cent. per annum interest, without delay, the same to be paid semi-annually on the first of January and first of July in each and every year.

The payments both of the principal and of the interest shall be made, by special agreement between the parties, at the domicile of Mr. Marcuard. The said payments shall be made in gold or silver, and not otherwise, notwithstanding any laws, decrees, ordinances, or all other acts emanating from the French or American Gover'ment or authorities, which would authorize any other mode of payment, Mr. Slidell hereby expressly renouncing the benefit of any such law.

In default of the punctual payment of any of the semi-annual installments for the interest, and after a delay of thirty days, at the expiration of which Mr. Slidell shall be notified at his domicile, by him above specified, that he has been put in default, the amount of Mr. Slidell's indebtedness in principal shall become due and payable as Mr. Marcuard
266 may determine, without the necessity of resorting to any judicial proceedings.

In the event of Mr. Marcuart being compelled to bring suit for the recovery of the above debt, against the real estate mortgaged in his favor or against the debtor, Mr. Slidell, personally, before any of the competent courts of justice in the State of Louisiana, it is agreed and understood that the amount due him shall be reimbursed at the ruling rate of exchange on Paris, at sight, payable in specie, and that all attorneys' fees which Mr. Marcuard would have to pay to enforce the payment of the present obligation, which attorneys' fees are fixed at five per cent. by the parties hereto, then and in that case the attorneys' fees shall be considered among the costs and charges incurred for the recovery by legal proceedings of the whole debt, and the payment of said costs, charges, and attorneys' fees shall be secured by the mortgage granted by Mr. Slidell on his real estate.

267 It is further understood that, in case of judicial proceedings being instituted in the State of Louisiana, the interest above stipulated shall come up to eight per cent., being the legal rate of interest in Louisiana, from the date hereof until final payment.

In order to secure the full and punctual reimbursement of the amount in principal of the present obligation, and of the interest, costs, and accessories accruing or which may accrue upon the same, Mr. Slidell does hereby specially mortgage and hypothecate in favor of Mr. Marcuard, present and accepting, the real estate hereinafter described, belonging to him, and situated in the city of New Orleans, State of Louisiana, North America, to wit:

1st. A store situated on Custom-house street between Levee & Chartres streets, occupied by Messieurs Gratiat & Camp, having twenty-nine feet, old French measur'ment, and now rented at fifteen hundred dollars a year.

268 2nd. A dwelling house on Royal street, between Conti and Bienville streets, occupied by Mr. Runkel, measuring about twenty-five feet (local measure) front on Royal street, by eighty feet in depth; rented at fifteen hundred dollars a year.

3rd. Two stores on the levee, between Custom-house and Bienville streets, measuring each twenty-four feet five inches front, and running back in depth to Clinton street; the said two stores being occupied by Plassans & Camp, who pay a rent of three thousand dollars a year.

4th. Two lots, 50 & 52, on Camp street, between Gravier & Natchez streets, measuring each 21 feet front by 71 feet in depth; occupied by the Merchants' Bank in consideration of an annual rent of two thousand eight hundred dollars, the lessees having assumed the obligation of paying all taxes assessed on said property.

5th. Two stores on Common street, between St. Charles & Camp streets, measuring each 22 feet 6 inches front by 111 feet in depth; rented to Messieurs Pino & Levegne at the rate of $4,000 a year.

269 6th. Two stores, 34 & 36 St. Charles street, between Gravier & Common streets, measuring each 21 feet front by 60 feet in depth; rented to Mr. J. Moreau for and in consideration of an annual rent of $5,000.

7th. Four stores at the corner of Market street and New Levee street' having together a front of 48 feet on New Levee street by 110 feet in depth and front on Market street; rented to several persons for and in consideration of $1,800 a year.

8th. Two vacant lots of ground on New Levee street, between Louisa and Delord streets, having together a front of fifty feet by 87 feet in depth, rented to Mr. Filkins at the rate of $1,500 a year.

9th. Two vacant lots, having each a front of 27 feet on Baronne street, between Poydras & Hevia streets, by a depth of 107 feet; also two vacant lots on Hevia street, between Baronne & Philippa streets, having each a front of 27 feet by a depth of 108 feet; the whole being rented to Mr. D. H. Fowler for $600, together with all taxes thereon.

10th. A house on Foucher street, having a front of 21 feet by 110 feet in depth; rented to Mr. Pryal for $420 a year.

270 11th. A house on Poydras street, between Philippa and Circus streets, having a front of 40 feet by 80 feet in depth; rented to Mr. J. McCrea for $600 (dollars) a year.

12th. A portion of ground, forming the corner of Jersey & Josephine streets, having a front of 180 feet on Josephine street by 120 feet on Jersey street, (French measur'ment,) together with several frame houses on said portion of ground; the whole being rented to Mr. Clarens for $900 a year.

13th. A square of ground, No. 740, bounded by Carlos, Scott, Gravier streets, and the new canal.

A square of ground, being No. 581, bounded by Canal, Gasquet, Dorgenois, and Broad streets.

A square of ground, No. 608, bounded by Canal, Gasquet, Dupré, and White streets.

A square of ground, No. 631, bounded by Canal, Gasquet, Dupré, and Gayosa streets.

A square of ground, No. 632, bounded by Canal, Gasquet, Gayosa, and Salcedo streets.

A square of ground, No. 114, bounded by Canal, Salcedo, Custom-house, and Gayosa.

271 A square of ground, No. 115, bounded by Custom-house, Salcedo, Bienville, and Gayoso streets.

A square of ground, No. 118, bounded by Conti, Lopez, Salcedo, and Carondolet canal.

14th. A tract of land, containing 92 acres, acquired by an act executed before A. Mayureau, notary public, on the 28th of August, 1843, the same being divided into squares and lots designated by the numbers 69, 70, 71, 74, 75, 76, 77, and 79, to 115, inclusive, the whole comprising forty-six squares and 738 lots between the Shell road and Dorgenois street, and the division lines of Lafayette City and Carrollton.

The above-described property is valued at the following prices, viz:

The property described under number one is valued at sixteen thousand dollars	$16,000
The property No. 2	14,000
The property No. 3	32,000
The property No. 4	30,000
The property No. 5	35,000
The property No. 6	35,000
272 The property No. 7	15,000
The property No. 8	4,000
The property No. 9	12,000
The property No. 10	3,000
The property No. 11	7,500
The property No. 12	9,000
The property No. 13	40,000
The property No. 14	45,000
Total value of the whole real estate mortgaged, say	$297,500

Mr. Slidell declares:

First, That all the above-described property belongs to him, having acquired the same by deeds of conveyance in due form of law from sundry, and he binds himself to produce his title-papers to *the* Mr. Marcuard with a view to satisfy him that he has complied with the formalities required by the laws of Louisiana to acquire the full and absolute ownership of the above-described property, and that he has made all the payments, and obtained full releases and acquittances thereof in accordance with the terms and conditions of the deeds and other instruments of writing by which he acquired said property.

273 2nd. That he married Mrs. Mathilda Deslonde, and that, by the contract establishing the clauses and conditions of his marriage, (which marriage contract was executed before the judge of the parish of St. John the Baptist, in the State of Louisiana, on the 16th November, 1835,) the signature of his said wife is not necessary to render all sales or mortgages of real estate made by him, and that the legal mortgage in favor of Mrs. Slidell is limited to the property on Custom-house street, described under the number 1, and only for an amount not ex-

ceeding six thousand dollars, all of which he binds himself to show by producing his marriage contract.

3rd. That all the above-described property, (with the exception of the one situated on Custom-house street, which is specially mortgaged to Mrs. Slidell,) is entirely free from all legal, conventional, or judicial mortgage.

4th. That all the buildings on the above lots of ground are insured against loss by fire in the New Orleans Mutual Insurance Company, in the city of New Orleans; and he hereby binds himself to
274 keep said buildings insured during the continuance of this mortgage, and to place in the hands of Mr. Marcuard the policies of insurance, with such transfer, according to the laws and customs of New Orleans, as will be best calculated to hold Mr. Marcuard harmless and indemnify him in case of fire, and the better to secure the payment of the present obligation in principal, interests, costs, and all accessories.

All the agreements herein entered into by the said Mr. Slidell shall be complied with, and the documents which he has promised to produce shall be forthcoming within three months from the date hereof. In default of all which, at the expiration of the said delay of three months, the full amount of the present obligation shall become immediately due and payable, as Mr. Marcuard may think fit to require the payment of the same, without the necessity of putting Mr. Slidell in default, which formality is hereby dispensed with; and, further, without the necessity of obtaining any judgment from a court of justice de-
275 creeing that the payment of the present obligation must be enforced.

In order more effectually to carry out the objects and purposes of this contract, Mr. Slidell does by these presents make, nominate, appoint, and constitute Mr. Eugene Rousseau, cashier of the Citizens' Bank of Louisiana, residing in the city of New Orleans, his special attorney in fact, for him, and in his name, to take charge of, and manage, and administer on all the real estate described in the present mortgage; to extend or renew the leases of the same for such prices, under such terms & conditions, and with such persons as he may think proper; to receive all rents and receipts for the same; to make remittances to Messieurs Ad. Marcuard & Co., bankers, in Paris, who, upon receipt of said remittances, shall have full power and authority to apply and use the same for the payment of interest and principal of the present obligation, and of all costs & charges; to deposit one of the triplicates of this contract in the office of any notary public in the city of New Orleans, who
276 shall enregister the same among his notarial records, and then cause the same to be recorded in the office of the recorder of mortgages in New Orleans, in conformity with the laws of the State of Louisiana; to see that all the requirements of the law be complied with, in order to insure the validity and rank of this mortgage in favor of Mr. Marcuard; to procure all certificates and other instruments of writing, showing that these formalities have been complied with, and forward the same to Mr. Marcuard, or deliver them to be transmitted to him, to such other person as may have been appointed or designated by him; to execute and sign all acts; to elect a domicile, with power of substitution, and with full authority to do and perform all acts, matters, and things which circumstances may require, though not herein expressly provided for or fully set forth, binding himself to ratify, shall be lawfully done by virtue hereof.

277 Mr. Marcuard hereby declares that he grants the same power

and authority to Mr. Rousseau, so far as he himself is particularly concerned.

For the full execution of these presents the parties elect their respective domiciles as follows, viz:

Mr. Marcuard, No. 18 Bergere street, Paris, as before stated.

Mr. Slidell, at his residence No. 37, Avenue des Champs Elysées.

In case it should become necessary to institute judicial proceedings in New Orleans, the said parties hereto elect as their legal domicile the Citizens' Bank of Louisiana, in the said city of, New Orleans.

The present contract, made in triplicate originals, in the presence of, 1st, Mr. John Abraham André, Poupart, Baron of Neuflize, banker, residing at No. 18 Bergere street, Paris.

2nd. Mr. Louis Alfred André, banker, residing at No. 27 Londres street, Paris, both witnesses who have identified Mr. Slidell and Mr. Marcuard, whom they declare to be well acquainted with, and further declare their handwriting and signature, hereto affixed, as
278 genuine and true, the present document having been signed by them in their presence, at Paris, the fourth of June, eighteen hundred and sixty-two.

The handwriting approved good for two hundred and fifty thousand francs.

Twelve words erased, as—

[JOHN SLIDELL.

A. DE NEUFLIZE, witness.
ALFRED ANDRÉ, witness.
The hand-writing approved.]

AD. MARCUARD.

Witnesses to the signatures of John Slidell and of Ad. Marcuard—
E. A. BRADFORD.
D. D. WITHERS.

Seen and examined by me, mayor of the ninth arrondissement of Paris, for legalization of the signatures of MM. Ad. Marcuart and John Slidell, subscribed in our presence and in presence of Mr. Poupart de Neuflize, John Abraham André, banker, No. 18 Bergere street, and Louis Alfred André, banker, 27 Londres street, witnesses, who have certified to the identity of the said parties, and have signed,
279 together with me, the undersigned mayor, Paris, the fourth of June, eighteen hundred and sixty-two.

ANCELL. [SEAL.]

Seen for legalization of the signature of Mr. Ancell, an adjunct to the mayor of the 9th arrondissement, hereto affixed.

Paris, the 10th of June, 1862. The prefect of the Seine for the prefect, and by proxy the secretary-general of the prefecture.

M. G. SEGAUD. [SEAL.]

The minister of foreign affairs certifies as genuine the signature of M. G. Segaud.

Paris, the 11th June, 1862.

By authority of the minister, you, the sub-director, chief of the chancellerie.

DUBOIS. [SEAL.]

Seen for legalization of the signature affixed hereto by Mr. DuBois, sub-director, chief of the chancellerie at the ministry of foreign affairs at Paris, to which signature full faith and credit is due judicially and extra-judicially.

New Orleans, 28th July, 1862.

Counsel of France,
ATE MIJAN.

No. of the above, 1150. Art. 58 of tarif, 12 f., 50 c'ts salrit.

280 UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit & district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of said court, do hereby certify that the foregoing 16 pages contain a true and perfect copy of the translation of a foreign document on file in said court, in the case of Citizens' Bank vs. United States.

Witness my hand and the seal of said court, at the city of New Orleans, this 16th day of July, 1873.

[SEAL.] F. A. WOOLFLEY, *Clerk.*

281 *Act of mortgage under private signature.*

The following agreement has been entered into between Mr. Frederick Adolphe Marcuard, banker, residing at No. 18 Bergere street, in Paris, of the first part, and Mr. John Slidell, a resident of the parish of St. John the Baptist, in the State of Louisiana, but at this moment in Paris, at No. 37, on the avenue of the Elysean Fields, of the second part.

Mr. Slidell hereby acknowledges that he is justly and truly indebted unto Mr. Marcuard in the sum of two hundred and fifty thousand francs, being the amount of a loan of money advanced to him by Mr. Marcuard, in notes of the Bank of France, which Mr. Slidell accepts as equal to current coin, to be applied to and used by him in his affairs and business.

Mr. Slidell binds himself to refund to Mr. Marcuard the said sum of two hundred and fifty thousand francs in one year from the date hereof, and, until the full payment of said sum, to pay thereon five per cent. per annum interest, without delay, the same to be paid semi-
282 annually on the first of January and first of July in each and every year.

The payment, both of the principal and of the interest, shall be made by special agreement between the parties at the domicile of Mr. Marcuard. The said payments shall be made in gold or silver, and not otherwise, notwithstanding any laws, decrees, ordinances, or all other acts emanating from the French or American Gover'ment or authorities, which would authorize any other mode of payment, Mr. Slidell hereby expressly renouncing the benefit of any such law.

In default of the punctual payment of any of the semi-annual installments for the interests, and after a delay of thirty days, at the expiration of which Mr. Slidell shall be notified, at his domicile by him above specified, that he has been put in default, the amount of Mr. Slidell's indebtedness in principal shall become due and payable as Mr. Marcuard may determine, without the necessity of resorting to any judicial proceedings.

283 In the event of Mr. Marcuard being compelled to bring suit for the recovery of the above debt against the real estate mortgaged in his favor, or against the debtor, Mr. Slidell, personally, before any of the competent courts of justice in the State of Louisiana, it is agreed and understood that the amount due him shall be reimbursed, at the ruling rate of exchange on Paris, at sight, payable in specie, and that all attorneys' fees which Mr. Marcuard would have to pay to enforce the payment of the present obligation, which attorneys' fees are fixed at five per cent. by the parties hereto, then and in that case the said attorneys' fees shall be considered among the costs and charges incurred for the recovery by legal proceedings of the whole debt, and the payment of said costs, charges, and attorneys' fees shall be secured by the mortgage granted by Mr. Slidell on his real estate.

284 It is further understood that, in case of judicial proceedings being instituted in the State of Louisiana, the interest above stipulated shall come up to eight per cent., being the legal rate of interest in Louisiana, from the date hereof until first payment.

In order to secure the full and punctual reimbursement of the amount in principal of the present obligation, and of the interest, costs, and accessories arising, or which may accrue upon the same, Mr. Slidell does hereby specially mortgage and hypothecate, in favor of Mr. Marcuard, present and accepting, the real estate hereinafter described, belonging to him, and situated in the city of New Orleans, State of Louisiana, North America, to wit:

1st. A store situated on Custom-house street, between Levee and Chartres streets, occupied by Messrs. Gratiat & Camp, having twenty-nine feet, (old French measur'ment,) and now rented at fifteen hundred dollars a year.

2nd. A dwelling-house on Royal street, between Conti and Bienville streets, occupied by Mr. Runkel, measuring about twenty-five
285 feet (local measure) front on Royal street, by eighty feet in depth; rented at fifteen hundred dollars year.

3d. Two stores on the levee, between Custom-house and Bienville streets, measuring each twenty-four feet five inches front, and running back in depth to Clinton street; the said two stores being occupied by Plassans and Camp, who pay a rent of three thousand dollars a year.

4th. Two lots, 50 & 52, on Camp street, between Gravier & Natchez streets, measuring each 21 feet front by 71 feet in depth; occupied by the Merchants' Bank in consideration of an annual rent of two thousand eight hundred dollars, the lessees having assumed the obligation of paying all taxes assessed on said property.

5th. Two stores on Common street, between St. Charles & Camp streets, measuring each 22 feet 6 inches front by 111 feet in depth; rented to Messieurs Pino & Levegne at the rate of $4,000 per year.

6th. Two stores, 34 & 36 St. Charles street, between Gravier &
286 Common streets, measuring each 21 feet front by 60 feet in depth, rented to Mr. J. Moreau for and in consideration of an annual rent of $5,000.

7th. Four stores at the corner of Market street and New Levee street, having together a front of 48 feet on New Levee, street by 110 feet in depth & front on Market street; rented to several persons for and in consideration of $1,800 per year.

8th. Two vacant lots of ground on New Levee street, between Louisa and Delord streets, having together front of fifty feet, by 87 feet in depth; rented to Mr. Filkins at the rate of $1,500 a year.

9th. Two vacant lots, having each a front of 27 feet on Barone street,

between Poydras & Hevia streets, by a depth of 107 feet; also, two vacant lots on Hevia street, between Baronne & Philippi streets, having each a front of 27 feet by a depth of 108 feet, the whole being rented to Mr. D. H. Fowler, for $600, together with all taxes thereon.

10th. A house on Foucher street, having a front of 21 feet by 110 feet in depth, rented to Mr. Pryal for $420 a year.

287 11th. A house on Poydras street, between Philippi and Circus streets, having a front of 40 feet by 80 feet in depth; rented to Mr. J. McCrea, for $600 a year.

12th. A portion of ground forming the corner of Jersey & Josephine streets, having a front of 180 feet on Josephine street, by 120 feet on Jersey street, (French measurement,) together with several frame houses on said portion of ground; the whole being rented to Mr. Clarens for $900 a year.

13th. A square of ground, No. 740, bounded by Carlos, Scott, Gravier streets, and the new canal.

A square of ground, being No. 581, bounded by Canal, Gasquet, Dergenois, & Broad streets.

A square of ground, No. 608, bounded by Canal, Gasquet, Dupré, & White streets.

A square of ground, No. 631, bounded by Canal, Gasquet, Dupré, & Gayoso streets.

A square of ground, No. 632, bounded by Canal, Gasquet, Gayoso, & Salcedo streets.

A square of ground, No. 114, bounded by Canal, Salcedo, Custom-house, and Gayoso streets.

288 A square of ground, No. 115, bounded by Custom-house, Salcedo, Bienville, & Gayoso streets.

A square of ground, No. 118, bounded by Conti, Lopez, Salcedo streets, and Carondelet canal.

14th. A tract of land containing 92 acres, acquired by an act executed before A. Mazureau, notary public, on the 28th of August, 1843, the same being divided into squares and lots designated by the numbers 69, 70, 71, 74, 75, 76, 77, & 79, to 115, inclusive, the whole comprising forty-six squares and 738 lots between the Shell road and Dorgenois and the division lines of Lafayette City and Carrollton.

The above-described property is valued at the following prices, viz:

The property described under number one is valued at sixteen thousand dollars	$16,000 00
The property No. 2	14,000 00
The property No. 3	32,000 00
The property No. 4	30,000 00
The property No. 5	35,000 00
The property No. 6	35,000 00
The property No. 7	15,000 00
The property No. 8	4,000 00
The property No. 9	12,000 00
289 The property No. 10	3,000 00
The property No. 11	7,500 00
The property No. 12	9,000 00
The property No. 13	4,000 00
The property No. 14	4,500 00
Total value of the whole real estate mortgaged, say	$297,500 00

Mr. Slidell declares:

First. That all the above-described property belongs to him, having acquired the same by deeds of conveyance in due form of law from sundry, and he binds himself to produce his title-papers to the said Mr. Marcuard, with a view to satisfy him that he has complied with the formalities required by the laws of Louisiana to acquire the full and absolute ownership of the above-described property, and that he has made all the payments and obtained full releases and acquittances therefor in accordance with the terms and conditions of the deeds and other instruments of writing by which he acquired said property.

2nd. That he married Mrs. Mathilda Deslonde, and that by the contract establishing the clauses and *er*aditions of his marriage,
290 (which marriage contract was executed before the judge of the parish of St. John the Baptist, in the State of Louisiana, on the 16th November, 1835,) the signature of his said wife is not necessary to render valid all sales or mortgages of real estate made by him, and that the legal mortgage in favor of Mrs. Slidell is limited to the property on Custom house street, described under the number 1, and only for an amount not exceeding six thousand dollars, all of which he binds himself to show by producing his marriage contract.

3rd. That all the above-described property (with the exception of the one situated on Custom-house street, which is specially mortgaged to Mrs. Slidell,) is entirely free from all legal, conventional, or judicial mortgage.

4th. That all the buildings on the above lots of ground are insured against loss by fire in the New Orleans Mutual Insurance Company, in the city of New Orleans, and he hereby binds himself to keep said buildings insured during the continuance of this mortgage, and to place in the hands of Mr. Marcuard the policies of insurance, with such transfer, according to the laws and customs of New Orleans, as will be
291 best calculated to hold Mr. Marcuard harmless, and indemnify him in case of fire, and the better to secure the payment of the present obligation in principal, interests, costs, & all accessories.

All the agreements herein entered into by the said Mr. Slidell shall be complied with, and the documents which he has promised to produce shall be forthcoming within three months from the date hereof. In default of all which, at the expiration of the said delay of three months, the full amount of the present obligation shall become immediately due and payable, as Mr. Marcuard may think fit to require the payment of the same, without the necessity of putting Mr. Slidell in default, which formality is hereby dispensed with; and further, without the necessity of obtaining any judgment from a court of justice decreeing that the payment of the present obligation must be enforced.

In order more effectually to carry out the objects and purposes of this contract, Mr. Slidell does, by these presents, make, nominate, appoint, and constitute Mr. Eugene Rousseau, cashier of the Citizens'
292 Bank of Louisiana, residing in the city of New Orleans, his special attorney in fact, for him, and in his name, to take charge of, and manage, and administer on all the real estate described in the present mortgage, to extend or renew the leases of the same for such prices, under such terms & conditions, and with such persons, as he may think proper; to receive all rents, and receipt for the same; to make remittances to Messieurs Ad. Marcuard & Co., bankers, in Paris, who, upon receipt of said remittances, shall have full power & authority to apply and use the same for the payment of the interest and principal of the present obligation, and of all costs & charges; to deposit one of the trip-

licates of this contract in the office of any notary public in the city of New Orleans, who shall enregister the same among his notarial records and then cause the same to be recorded in the office of the recorder of mortgages in New Orleans, in conformity with the laws of the State of Louisiana; to see that all the requirements of the law be complied
293 with in order to insure the validity & rank of this mortgage in favor of Mr. Marcuard; to procure all certificates & other instruments of writing showing that these formalities have been complied with, and forward the same to Mr. Marcuard, or deliver them, to be transmitted to him, to such other person as may have been appointed or designated by him; to execute and sign all acts; to elect a domicile with power of substitution, and with full authority to do and perform all acts, matters, and things which circumstances may require, though not herein expressly provided for or fully set forth, binding himself to ratify, shall be lawfully done by virtue thereof.

Mr. Marcuard hereby declares that he grants the same power and authority to Mr. Rousseau so far as he himself is particularly concerned.

For the full execution of these presents, the parties elect their respective domicile as follows, viz:

Mr. Marcuard, No. 18 Bergere street, Paris, as before stated.

Mr. Slidell, No. 37 avenue des Champs Elysées.

294 In case it should become necessary to institute judicial proceedings in New Orleans, the said parties hereto elect as their legal domicile the Citizens' Bank of Louisiana, in the said city of New Orleans.

The present contract, made in triplicate originals in the presence of, 1st, Mr. John Abraham André, Poupart, Baron of Neuflize, banker, residing at No. 18 Bergere street, Paris.

2nd. Mr. Louis Alfred André, banker, residing at No. 27 Londres street, Paris, both witnesses who have identified Mr. Slidell and Mr. Marcuard, whom they declare to be well acquainted with, and further declare their handwriting and signatures, hereto affixed, as genuine and true, the present document having been signed by them in their presence, at Paris, the fourth of June, eighteen hundred & sixty-two.

The handwriting approved good for two hundred and fifty thousand francs. Twelve words erased as null:

[JOHN SLIDELL.

A. DE NEUFLIZE, witness.
ALFRED ANDRÉ, witness.

The handwriting approved.]

AD. MARCUARD.

Witnesses to the signature of John Slidell and of Ad. Marcuard.
295 E. A. BRADFORD.
D. D. WITHERS.

Seen and examined by me, mayor of the ninth arrondis'ement of Paris for legalization of the signature of MM., Ad. Marcuard, and John Slidell. Subscribed in our presence, and in presence of Mr. Poupart de Neuflize, John Abraham André, banker, Bergere street, No. 18, and André, Louis Alfred, banker, 27 Londres street, witnesses who have certified to the identity of the said parties, and have signed, together with me, the undersigned mayor.

Paris, the fourth of June eighteen hundred and sixty-two.

ANCELL. [SEAL.]

Seen for legalization of the signature of Mr. Ancell, an adjunct to the mayor of the 9th arrondis'ement, hereto affixed.

Paris, the 10th of June, 1862.

The prefect of the Seine for the prefect, and by proxy the secretary-general of the prefecture.

M. G. SEGAUD. [SEAL.]

The minister of foreign affairs certifies as genuine the signa-
296 ture of M. G. Segaud.

Paris, the 11th June, 1862.

By authority of the minister, you, the sub-director, chief of the chancellerie.

DUBOIS. [SEAL.]

Seen for legalization of the signanure affixed hereto by Mr. DuBois, sub-director, chief of the chancellerie at the ministry of foreign affairs at Paris, to which signature full faith and credit is due judicially and extra-judicially.

New Orleans, 28th July, 1862.

Counsel of France.
ATE MEJAN.

No. of the above 1150. Art. 58 of tarif. 12f., 50 c'ts, salrit.

UNITED STATES OF AMERICA:

Circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of said court, do hereby certify that the foregoing 16 pages contain a true and perfect copy of the translation of a foreign document on file in said court, in the case of Citizens'
297 Bank vs. The United States.

Witness my hand and the seal of said court, at the city of New Orleans, this 16th day of July, A. D. 1873.

F. A. WOOLFEY, *Clerk.*

(Indorsed:) No. 239. The Citizens' Bank of Louisiana, and F. A. Marcuard, appellants, vs. The United States. Filed 24th September, 1873.

(Indorsement on cover:) No. 239. The Citizens' Bank of Louisiana, and F. A. Marcuard, appellants, vs. The United States. Louisiana C. C. U. S. Filed 12th November, 1872.

O

Supreme Court of United States.

No. 239.

THE CITIZENS BANK OF LOUISIANA AND F. A. MARCUARD

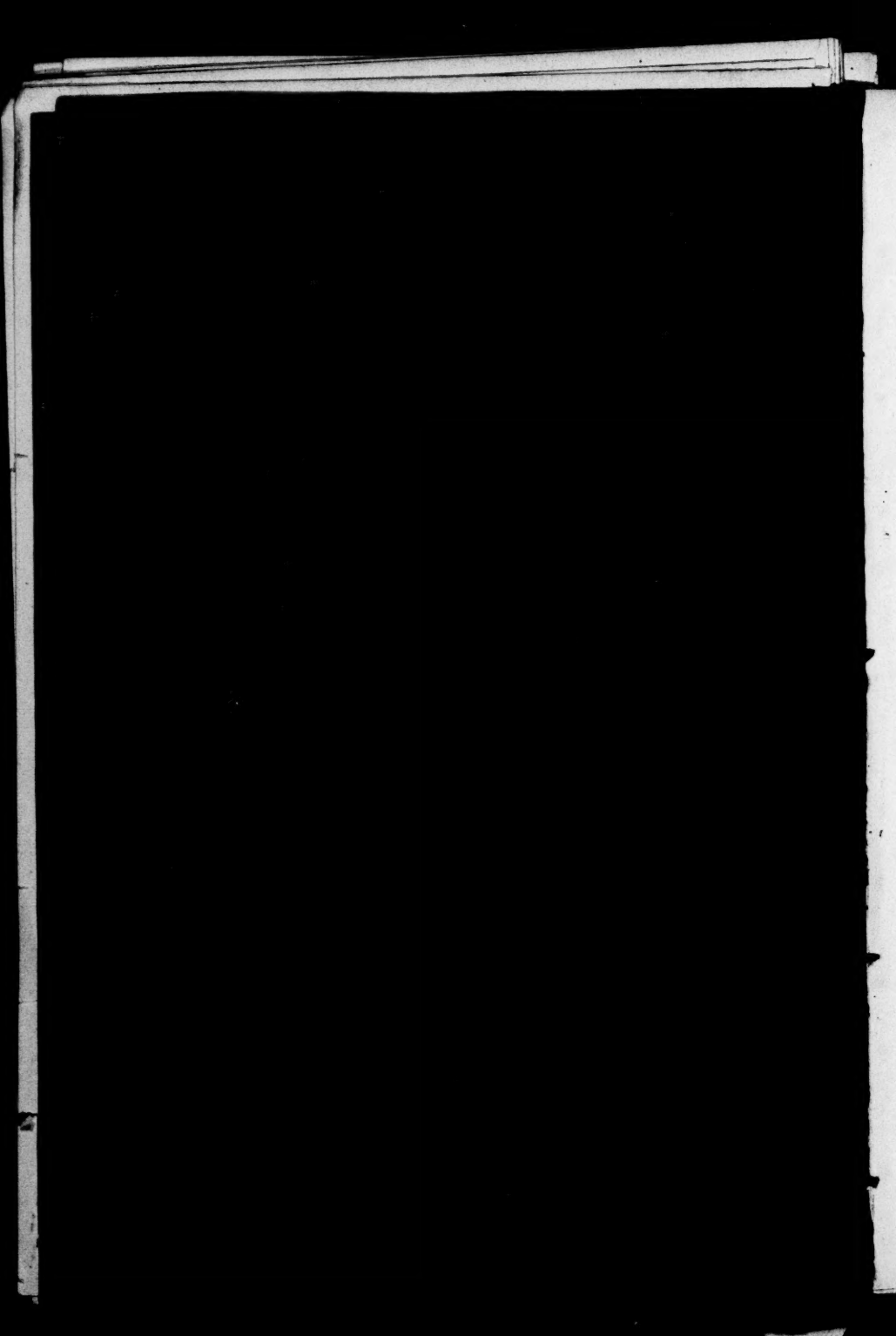
VERSUS

THE UNITED STATES.

Brief on behalf of Appellants.

THOS. ALLEN CLARKE, of Counsel.

CLARK & HOFELINE, PRINT, 9 BANK PLACE, NEAR GRAVIER. N. O.



Supreme Court of United States.

No. 239.

THE CITIZENS BANK OF LOUISIANA AND F. A. MARCUARD

VERSUS

THE UNITED STATES.

Brief on behalf of Appellants.

STATEMENT OF THE CITIZENS BANK.

The property of John Slidell having been libelled by the United States under the provisions of the act of July 17th, 1862, the Citizens Bank of Louisiana prior to the decree of condemnation filed a libel of intervention, (p, 10 et seq.) claiming the rights of mortgagee upon four libelled pieces of property: two stores, lots Nos. 3 and 4 on St. Charles street, and two stores, lots Nos. 5 and 6 on Common street, all in square bounded by St. Charles, Common, Gravier and Camp streets, New Orleans, by virtue of a mortgage passed before Adolphe Boudousquie, Notary, on the 3d May, 1862, and recorded on the same day in Mortgage Office, (page 77 et seq.) to secure the said bank

the amount of 100,000 francs, amount of a letter of credit given said Slidell and wife on Messrs. Marcuard & Co., Paris, the payment of all sums of money that said Slidell and wife have obtained or may obtain from said Marcuard & Co., by their drafts or obligations on said Citizens Bank to said amount, etc. The letter of credit is dated September 3d, 1861—page 253. The sums aggregating 100,000 francs were paid: 10,000 francs 20th February; 10,000 francs 27th February; 10,000 francs 21st March; and 70,000 on 13th May, 1862.

The mortgage was executed by Slidell's agent pursuant to power—page 190.

The District Attorney filed five grounds of exception (page 126) Nov. 20, 1863.

1st. That intervenors are residents of the State of Louisiana, which State is in rebellion and open resistance to the United States.

2d. That the intervention shows no specific lien or interest in the specific property libelled as against the United States.

3d. That the intervenors do not bring themselves within the act of Congress entitled "An act to protect the liens upon veseels in certain cases and for other purposes," approved March 3, 1863.

4th. That the names of the corporators are not disclosed.

5th. That no stipulation has been given with sureties to abide final decree.

On the same day he answered, (page 128) in substance, denies:

1st. That the Bank and persons constituting it are loyal citizens of the United States.

2d. That they have not aided in the rebellion, and avers that they have.

3d. Denies the indebtedness of Slidell to the Bank.

4th and lastly, avers that the intervenors are not within the provisions of the act of March 3d, 1863, "An act to protect the liens upon vessels in certain cases and for other purposes."

The Bank applied to the Court on the 23d November, 1863, for a commission to take testimony in Paris, which was denied—page 142, 144.

The decree of condemnation was entered 24*th March*, 1865, "the legal rights of Intervenors being reserved in the premises"—page 153.

Intervenors' claim was dismissed after trial on 12th July, 1865, (page 205,) for reasons *orally* assigned.

The Bank appealed to the Circuit Court which affirmed the decree on the ground that the letter of credit was given to Slidell, to enable him to accomplish his mission to France in the confederate cause. The case is here on appeal from that decree.

ASSIGNMENT.

The record shows no reasons assigned by the District Court for its decree, dismissing the Intervention—they having been *orally* assigned.

Assuming that this decree maintained each and all of the points of exception and of answer; then there is error in that determination, upon all, each and every ground made as follows :

1. That intervenors are residents of the State of Louisiana, which State is in rebellion and open resistance to the Government of the United States.

2. That the intervention shows no specific lien or interest in the specific property libelled as against the United States.

3. That intervenors do not bring themselves within the act of Congress entitled " An act to prohibit the liens upon vessels in certain cases and for other purposes."

4. That intervention does not disclose names of persons constituting the corporation of Citizens Bank.

5. That no stipulation with sureties has been filed to abide decree.

6. That the intervenors and the corporators are not loyal citizens of the United States.

7. That the intervenors aided the rebellion.

8. That John Slidell is not indebted to intervenors with mortgage upon the property seized.

9. That intervenors are not within the provisions of the act of March 3d, 1863, "An act to protect liens upon vessels in certain cases, and for other purposes." (A repetition of 3d exception.)

10. The Circuit Court in affirming the decree of the District Court, erred in assuming that the letter of cre di given by the Bank to Slidell, was to accomplish his mist

sion to France in the confederate cause, and in furtherance of the rebellion.

First. Because no such issue was made in the District Court.

Second. Because no such fact is averred or proven in the proceedings.

11. The District Court erred in refusing intervenors a commission to take testimony in Paris, France.

ARGUMENT AND AUTHORITIES.

I.

This point is covered by the case of McVeigh vs. The United States, 10 Wallace, 267. A case presenting facts of a violent character of hostility against the United States; which the present does not.

II.

The debt and lien by mortgage are averred in intervention (page 40) and proven by the evidence, Doct. 1 (F, page 73) 2, (G, page 77) 3, page 190, 10, 11, 12, 13 and 14, page 197 et seq. translations, page 255.

These exhibit a letter of credit granted; payments thereon and a mortgage to secure the same, executed on the 3d May, 1862, and recorded same day, bearing upon the four lots and buildings described.

This would constitute a lien against all the world. By what rule is the United States excepted?

There was existing no law international or statutory that forbade the transaction.

The parties, Slidell at Paris, his agent and the Bank in Louisiana, were in relative positions, both as to time and place to contract as they contracted.

The confiscation act was passed subsequently and for the first time imposed disabilities. If upon Slidell only as to him. Certainly not upon the Bank.

The act of July 17, 1863, was designed and operative only to condemn the property of the offender against its provisions. Slidell alone is charged as offender (if he is at all) in these proceedings.

The liens and mortgages are not confiscated by the act. Those on behalf of Bank have been timely set up.

The effect of the act as regards bona fide liens has been repeatedly argued. The act itself does not forfeit those held by unoffending parties.

In England, under its confiscation laws, "The crown or its grantee, on forfeiture takes the estate forfeited, subject to all the charges binding the party, though voluntary, if no fraud, but not subject to debts at large, and has the same equity to be relieved against a conveyance as the party had for fraud against him.

2 Vesey, Jr., 116.

2 Spence Eq. Jur. 774.

1 Phil. R 733.

Giles vs. Grover, 6 Bli. 292.

Comyn's Dig., verbo Forfeiture.

In America, under former statutes the same principle exists.

Borland vs. Dean, 4 Mason, 174.

Beach vs. Woodhull, Peter's C. C. 2.

Higgins vs, Mein, 4 Cr. 415.

5 Binn. 154.

1 Wash. C. C. R. 299.

Cam. & Nor. N. C. R. 217, 249.

It is useless to multiply authorities which are all of the same tenor. They possess the true spirit of civilization. Others will be referred to in arguments for other interests.

In Day vs. Micou, lately presented to the Court, reference was made to this subject.

III.

The intervenors are within the provisions of this act if it had any bearing whatever upon this case; which we suppose it had not, 11 Statutes at Large. Note at page 762.

IV.

The disclosure is not required. Corporations are judicial persons and act in their corporate names.

V.

A stipulation was not necessary. But if so, proceedings allowed afterwards and presented do not become void. Whatever is required in this regard is directory. The presumption is that it was filed before further proceeding

VI.

This point must have been abandoned, as there is no proof of the allegation.

VII.

This point is not proved or attempted.

VIII.

This point has been argued under the second head.

IX.

This point is argued under the third head.

X.

There is no charge in the libel against Slidell that he was engaged in the Confederate service. Vide Judge Bradley's opinion.

There is no issue made with intervenors that they gave credit or paid money to Slidell to aid him in any rebellious intent.

There is no evidence upon the issues joined with intervenors that they made such advances with any knowledge or purpose hostile to the United States.

The case of Hananer vs. Doane, 12 Wallace, 349, is expressly restricted to the case of a vendor or lender knowing that the goods sold or the money lent were for the purpose of being employed in the commission of a criminal act injurious to society or to any of its members.

Proceedings for crime or aiding therein are *stricti juris*.

No inferences are forced in such cases.

The fact that the funds were used in small sums and long after the letter was granted shows that they were not designed or used for other than legitimate purposes.

There is no evidence that in September, 1861, at the date of the letter, Slidell was contemplating a mission to France.

The smallness of the sum compared with his wealth and social position destroys any inferences if such were allowable.

The complicity of the appellants or even a knowledge of any act unlawful, on the part of Slidell in present or prospect (we confidently state with great deference) is not shown by the evidence nor can it be inferred from any fact proven or known.

XI.

The refusal to allow a Commission to Paris assumes greater gravity from the consideration of the 10th point. The evidence to be obtained if the issue could have been anticipated might have affirmatively settled the question in favor of the appellants.

The application was timely. The exceptions and answer of the District Attorney were filed on the 20th of November, 1863. The motion for commission and affidavit were filed on the 23d, three days subsequent.

The decree should be reversed and judgment entered according to the prayer of the intervention.

STATEMENT FO F. A. MARCUARD.

After the filing the libel of the United States, Frederick Adolphe Marcuard, a French citizen, intervened (page 82) claiming the lien and privilege of a mortgagee upon the

property by virtue of a mortgage executed at Paris, France under private signature, on the 4th June, 1862, by Slidell in his favor, to secure the loan of 250,000 francs. The act was recorded in the Mortgage Office, New Orleans, July 14, again on 29th July, and again on 9th August, 1862. The United States District Attorney, on 20th Nov. 1863, filed exceptions to the intervention, and the same day an answer. Exceptions:

1st. That Rousseau, Marcuard's agent, is a resident of Louisiana, which State is in rebellion against the United States.

2d. That intervention improperly introduces private letters, orders of military commanders and is argumentative.

3d. That intervention shows that no specific lien on or interest in the specific property libelled as against the United States.

4th. That intervenor has not given a stipulation with sureties to abide by the decree rendered.

The answer denies:

1st. That Marcuard is an alien. residing in France; that Rousseau, his agent, is a loyal citizen of the United States; that the purported claim is a bona fide claim of any citizen of any foreign state or power at peace and amity with the United States.

2d. It charges that the intervenor is not an alien friend or neutral alien of the United States, and avers that he has aided, countenanced and abetted both before and

since the 17th July, 1862, the enemies of the United States knowingly and wilfully, in the existing rebellion.

3d. That the act of March 3d, 1863, entitled an "Act to protect the liens upon vessels and other property," provides the rights and remedies of parties, and that Marcuard is not entitled to relief under said libel.

On the 23d November, 1863, intervenor moved, upon filing an affidavit, for a commission to Paris to take testimony of witnesses named. The motion was overruled.

Subsequently the property was condemned, reserving the intervenor's rights for future adjudication.

Upon trial, the District Court dismissed the claim, assigning its reasons orally. These reasons therefore are not apparent upon the record.

The Intervenors appealed to the Circuit Court.

That court affirmed the decree upon the ground that Slidell could not incumber his property situated in New Orleans, after the capture of the city by the United States forces, though anterior to the act of 17th July, 1862, as against the United States.

The case is here upon appeal from that court.

ASSIGNMENT.

Assuming that the decree of the District Court maintained each and all of the points of exception and answer, then there is error in that determination upon all and each and every ground made, as follows:

1st. That Rousseau, Marcuard's agent, is a resident of Louisiana, which State is in rebellion against the United States.

2d. That intervention improperly introduced private letters, orders of military commanders, and is argumentative.

3d. That intervention shows that no specific lien on, or interest in the specific property libelled as against the United States.

4th. That Intervenor has not given a stipulation with sureties to abide by the decree rendered.

5th. That Marcuard is not an alien, residing in France; that Rousseau, his agent, is not a loyal citizen of United States; that the purported claim is not a bona fide claim of any citizen of any foreign state or power at peace and amity with the United States.

6. That Intervenor is not an alien friend or neutral alien of the United States, and that he has aided, countenanced and abetted, both before and since 17th July, 1862, the enemies of the United States knowingly and wilfully in the existing rebellion.

7th. That the act of March 3d, 1863, entitled an "Act to protect the liens upon vessels and other property," provides the rights and remedies of parties, and that Marcuard is not entitled to relief under said libel.

Also, there was error in District Court

8th. In refusing Intervenor commission to take testimony in Paris, France.

Finally and

9th. The Circuit Court erred in determining that Slidell could not encumber his property situated in New

Orleans after the capture of the city by the United States forces, though anterior to 17th July, 1862.

ARGUMENT AND AUTHORITIES.

I—II.

The character of the agent does not affect the principal and if it did, the point is settled by McVeigh case, 10 Wallace, 262.

That whatever surplusage there may be in the intervention, the only effect would be to strike it out. There is enough to show the claim in a clear and distinct view.

III.

The intervention, page 106, sets forth a debt, and a mortgage to secure the same, duly recorded, and the fact of non-payment, and seizure by United States. For the purpose of the trial of exception, the averments are admitted. The only enquiry is, can an acknowledged debt and mortgage, good against all the world, be equally good against the United States under the confiscation act of 1862.

This has been argued in this brief on behalf of the Citizens' Bank, under the 2d point of assignment, to which reference is made.

IV.

This point has also been argued in this brief under the 5th point, for same Bank.

V.

The point is negatived by the evidence which shows

that Marcuard was an alien, residing in France, Rousseau loyal, and the claim as averred, pages 225, translation 574. 259. No evidence has been adduced to the contrary.

VI.

There is no evidence to sustain this charge. Nor is there anything that drives Intervenor to affirmatively prove his status. If there were, he has been deprived of the opportunity to make proof by the refusal of commis sion, page 180.

VII.

This point has been argued in this brief, under the 3d point, for Citizens' Bank.

VIII.

The refusal of commission is of importance, only as to the question of burden of proof. If there is any burden upon Marcuard, that he has not removed, it is presumable that the testimony proposed to be obtained would have supplied the deficiency, especially such as relates to his personal status relative to the United States, Confederacy or Slidell.

IX.

It is respectfully submitted that, there is no evidence upon this issue, that Mr. Slidell occupied any hostile relation to the United States. As we have contended elsewhere, and in the proceedings against his property, there is no charge bringing him within any hostile or unfriendly relation.

The trial vs. Mr. Slidell's property was *ex parte*, and upon default. The trial of the present issue was at a later period. The evidence then adduced placed Mr. Slidell in no attitude different from that of any citizen of the United States. Marcuard is not shown to have any knowledge of Mr. Slidell's incapacity (if any existed.)

But at the time of the making of the present mortgage and its record there was no incapacity to sell or encumber on the part of Mr. Slidell.

The case of Planters' Bank vs. Union Bank, 16 Wallace, 483, is conclusive that private property was not subject at New Orleans to seizure under any rule of law.

The modern law of nations exempts private property from capture as booty. The Venice, 2 Wallace, 258.

When the city was surrendered to the army of Gen. Butler, a proclamation was issued, dated May 1, 1862, containing this clause: "All the rights of property, of whatever kind, will be held inviolate, subject only to the laws of the United States."

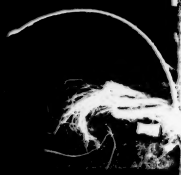
No laws of the United States existed excepting this property from alienation or mortgage to Marcuard.

The Judge of the Circuit Court was convinced that the loanwas not in aid of any Confederate operations.

We ask a reversal of the decree *a qua*, and a decree in accordance with the prayer of Intervenor.

THOS. ALLEN CLARKE,

For Appellants.



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In the Supreme Court of the United States.

OCTOBER TERM, 1873.

THE UNITED STATES, *Plaintiffs in Error*,
vs.
THOMAS ALLEN CLARKE, *Executor of* JOHN SLIDELL, AND OTHERS. } No. 244.

THE CITIZENS' BANK OF LOUISIANA AND FREDERICK A. MARCUARD, *Appellants*,
vs.
THE UNITED STATES. } No. 239.

THE CITIZENS' BANK, *Plaintiffs in Error*,
vs.
THE UNITED STATES. } No. 241.

FREDERICK A. MARCUARD, *Plaintiff in Error*,
vs.
THE UNITED STATES. } No. 243.

THE MERCHANTS' BANK, *Appellants*,
vs.
THE UNITED STATES. } No. 240.

THE MERCHANTS' BANK, *Plaintiffs in Error*,
vs.
THE UNITED STATES. } No. 242.

On Appeal and Error from the Circuit Court of the United States for the District of Louisiana.

BRIEF FOR THE UNITED STATES.

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THE CITIZENS' BANK, *Plaintiffs in Error*, *vs.* THE UNITED STATES.	No. 241.
FREDERICK A. MARCUARD, *Plaintiff in Error*, *vs.* THE UNITED STATES.	No. 243.
THE MERCHANTS' BANK, *Appellants*, *vs.* THE UNITED STATES.	No. 240.
THE MERCHANTS' BANK, *Plaintiffs in Error*, *vs.* THE UNITED STATES.	No. 242.

On Appeal and Error from the Circuit Court of the United States for the District of Louisiana.

BRIEF FOR THE UNITED STATES.

STATEMENT.

These are proceedings arising out of a libel of information filed in the district court of the United States for the district of Louisiana against eight hundred and

forty-four lots and ten squares of ground, the property of John Slidell. The libel was filed on the 15th of September, 1863, by Rufus Waples, United States attorney for said district, who prosecuted for the United States in this behalf; and alleged, first, "that James Graham, Esq., United States marshal for said district, under written authority given him by the said attorney, in compliance with instructions issued by the Attorney General of the United States to the district attorney thereof," by virtue of the act of Congress approved July 17, 1862, entitled "An act," &c., ' heretofore—that is to say, on the 15th day of August, 1863, seized as forfeited to the United States, at New Orleans," the therein described property. (Rec. in No. 244, p. 9.)

The libel further alleged (*ibid.*, p. 15) that Slidell was, on the 17th of July, 1862, and previously thereto had been, the owner of the above-described property; and charged—

"5th. That the said John Slidell, subsequently to said seventeenth day of July, in the year of our Lord 1862, did act as an officer of the army or navy of the rebels in arms against the Government of the United States, or as a member of Congress, or as a judge of a court, or as a cabinet officer, or as a foreign minister, or as a commissioner, or as a consul of the so-called Confederate States of America; or that while owning property in a loyal State or Territory of the United States, or of the District of Columbia, he did give aid and comfort to the rebellion against the United States, and did assist such rebellion.

"6th. That the said John Slidell, subsequently to said seventeenth day of July, in the year of our Lord 1862, did act as a governor of a State, or as a member of a convention or legislature, or as judge of a conrt of one of the so-called Confederate States of America,

to wit, the State of Louisiana, or did hold an office in the so-called Confederate States of America, after having held an office of trust or profit in the United States; or did hold an office or agency under the government of the so-called Confederate States of America, or under one of the States thereof, said office being national, State, or municipal in its name and character, which said office or agency he accepted after the date of the pretended ordinance of secession of the State of Louisiana; that he did take an oath of allegiance to, or to support the constitution of the so-called Confederate States.

"7th. That the said John Slidell, subsequently to said seventeenth day of July, in the year of our Lord 1862, within a State or Territory of the United States, was engaged in armed rebellion against the Government of the United States, and did not, within sixty days after public warning and proclamation duly given and made by the President of the United States, on the twenty-fifth day of July, in the year of our Lord 1862, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States.

"8th. That the said John Slidell, subsequently to said seventeenth day of July, in the year of our Lord 1862, within a State or Territory of the United States, was engaged in aiding and abetting an armed rebellion against the Government of the United States, and did not, within sixty days after public warning and proclamation duly given and made on the twenty-fifth day of July, in the year of our Lord 1862, by the President of the United States, cease to aid, countenance, and abet such rebellion, and return to his allegiance to the United States.

"9th. That by reason of the premises, the property herein described, and all the right, title, interest, and estate of the said John Slidell herein, became, and was forfeited to the United States, and ought to be condemned to their use." (Rec. in No. 244, pp. 15, 16.)

An order of publication was issued, which recited that, whereas the property described in the libel, and

all the right, title, and interest of John Slidell therein, has been seized by the marshal of the United States for the district of Louisiana, by virtue of an act of Congress approved July 17, 1862, &c.; and whereas the United States attorney did on the 15th day of September, 1863, file a libel of information in this court praying the condemnation of said property, &c., and that process of monition issue against the owner and owners of the same, &c.: It is therefore, on this 15th day of September, in the year, &c., ordered, that notice be given to the owner or owners of said property, and all persons interested, &c., "to appear and answer this information on the 5th day of October, 1863, and show cause, if any they have, why said property and real estate, and the right, title, and interest therein of the said John Slidell, should not be condemned and sold according to law; and that notice be given by posting a copy of this order upon the front door of the court-house in the district, and by publication in the Era newspaper twice a week previous to said 5th day of October, 1863, the first publication to be on or before the 19th instant."

A warrant likewise issued to the marshal, commanding him to seize and take possession of the property described, as well as all the right, title, and interest of John Slidell therein, now libelled by the United States for the causes set forth in the libel, &c., and to cite and admonish the owner or owners, and all and every other person or persons having, or pretending to have, any right, title, or interest in or to the same, to be and appear before a district court of the United

States, &c., to show cause why the said property should not be condemned. (Rec. in No. 244, pp. 16, 17.)

The marshal's return, made on the 3d of October, was as follows: "Received, 16th Sept., 1863, and on the same day, in obedience to the within order of seizure, seized and took into my possession the within described property; posted copies of the warrant, libel, and judge's order, on the door of the court-house; published monition in the Era, a newspaper printed and published in New Orleans, on the 18th, 23d, 26th, 30th September, 3d October, 1863, returnable 5th October, 1863." (Rec. in No. 244, p. 17.)

On the 27th of March, 1865, a writ of *venditioni exponas* issued to the marshal, commanding him to sell at public auction the said eight hundred and forty-four lots and ten squares, &c., which he did. The money was paid into court. (Rec. in No. 244, pp. 81, *et seq.*)

Slidell did not appear, but divers parties intervened in the district court and claimed an interest in the property, of which the following are now before the court:

1st. An intervention of the Citizens' Bank of Louisiana, founded on a stock-note given by Slidell to them for the sum of $4,617, and secured by mortgage of a part of the land libelled, dated July 7, 1859; also on a letter of credit given Slidell on the 3d of September, 1861, on F. A. Marcuard & Company, of Paris, to the amount of 100,000 francs, and secured by a mortgage of a portion of the land libelled, dated the 2d of May, 1862. (Rec. in No. 244, p. 19.)

2d. Intervention of Frederic A. Marcuard, of Paris, in France, founded on a loan made to Slidell u.

Paris of 250,000 francs, secured by a mortgage executed at Paris on the 4th of June, 1862, and recorded on the 14th of July, 1862, before the appointment of a recorder of mortgages by General Butler, then commandant at New Orleans, and recorded again on the 29th of July, 1862, under the recorder appointed by said commandant (Rec. in No. 244, p. 33.)

3d. The intervention of the Merchants' Bank of New Orleans, founded upon a lease made by Slidell to James Robb and Company, under whom the intervenors claim, on the 24th of March, 1850, of a certain lot of land, whereby the lessor stipulated and promised to pay the lessees the increased value which the buildings to be erected upon said lots by the lessees might give to them, to be estimated by arbitrators at the termination of said lease. This intervention alleged that the building were erected after the said lease by said lessees, and that the lease was renewed from year to year until the year 1862, when the same was seized by the military authorities of the United States; and that the rights of the bank to said buildings, and to be paid for the same, remain intact. (Rec. in No. 244, pp. 113, 133.)

The lease upon which this intervention is founded is printed in Record in No. 244, pp. 134, 136.

These interventions were dismissed in the district court, and the property condemned and the proceeds ordered to be distributed, and the cases were carried by Slidell and the intervenors by appeal and writ of error to the circuit court. Therein the death of Slidell was suggested, and the defendants in error in No. 244 summoned in to defend said suit.

In the circuit court, Mr. Justice Bradley dismissed the interventions, and affirmed the decree of the district court dismissing the interventions, but also reversed its judgment upon the libel, and ordered the same to be dismissed as substantially defective. His judgment is printed in the Record in No. 244, pp. 160, *et seq.*

The United States bring the original case by writ of error to this court, and the Citizens' Bank, Marcuard, and the Merchants' Bank bring their interventions here both by appeal and writ of error.

ASSIGNMENT OF ERROR IN No. 244.

The libel of information in this case is substantially sufficient, as it pursues the words of the statute, although the charge is stated in the alternative, as each alternative constituted an offence, which is a sufficient cause of forfeiture.

ARGUMENT.

1. There are several cases which would seem to sustain the sufficiency of the information.

The Caroline and Emily, 9 Wheat., 386.
Jacob *vs.* United States, 1 Brock., 520.
The Schooner Little Charles, Ibid., 347.
2 Parsons Ship. & Adm., 382, 383.

The subject is fully considered in the brief filed in United States *vs.* Conrad, No. 283, on present docket.

That the district court had jurisdiction of the case, is substantially decided by Miller *vs.* United States, 11 Wallace, 268, and Tyler *vs.* Defrees, Ibid., 331.

2. The interventions of The Citizens' Bank and of Marcuard, being founded on mortgages of portions of the libelled property, are disposed of by previous decisions of this court. Only Slidell's estate in the land was sold; their interests, if valid, are unaffected by this proceeding.

Bigelow *vs.* Forrest, 9 Wallace, 339.

Day *vs.* Micon, decided at present term.

See also United States *vs.* New Orleans Railroad, 12 Wallace, 362.

The same is true of the claim of the Merchants' Bank, if that constituted a lien upon the land occupied by it; if not, then the bank cannot intervene, for the reasons stated by the learned judge in his opinion below.

Record in 244, p. 163.

The judgment on the information should be reversed, and the judgments dismissing the interventions affirmed.

C. H. HILL,
Assistant Attorney General.

6 Gray 137—
Louisiana—